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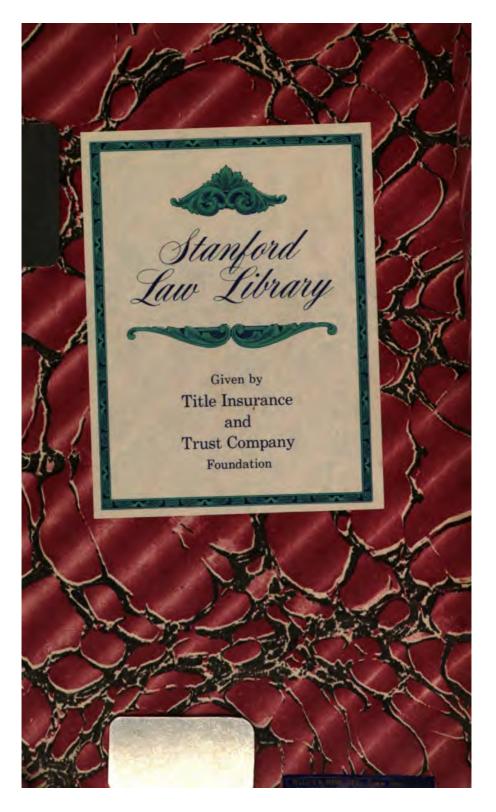
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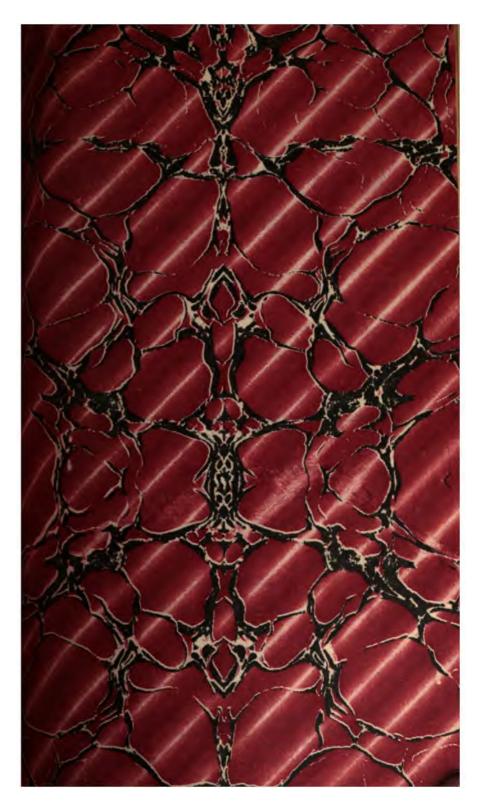
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COMPLETE BODY V.5

O F

CONVEYANCING,

In Thedry and Practice.

BY

E D W A R D W O O D.

NEW EDITION, BEING THE SIXTH, REVISED AND CORRECTED;

ORIGINAL PRECEDENTS, NOTES, REFERENCES, &,
By JOHN JOSEPH POWELL,

WITH THE ADDITION OF

OF THE MIDDLE TEMPLE, ESQ. BARRISTER AT LAW.

IN SIX VOLUMES.

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O F

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OF THE

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Parcels and Things.

Arable land in a common field.

Brewhouse, &c.

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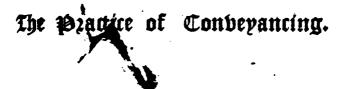
By a member of parliament.

by a foreign minister.

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The

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Df Deeds of Gift.

THE word gift imports no more than the transferring of the property of a thing from one to another without a valuable confide-

Agift is of a larger extent than a feoffment, which is always applied to compore all and immoveable things. For a gift is applied to things assemble or immoveable, as trees, cattle, houshold-fluff, &c. the property whereof is and may be altered as well by gift as by falc or

And in this fense a gift is sometimes by all of the party, as when one man gives a thing to another.

And this is or may be either by word or by writing.

And fometimes it is by all of law; as when a woman is married to a helband, or one is made executor to another; in these cases by the marriage only, or taking of the executorship, the law gives all the goods of the woman to the husband, and of the testator to his executor.

So where one takes my goods as a trespasser, and I recover damages for them upon a furt in law; in this case the law gives him the property

of the goods, because he has paid for them.

But the word gift is sometimes taken more strictly, and applied to a correspondence or pushing of an estate of lands or tenements to another (uly) in tail, wherein the word dedi is most commonly used.

And then he who gives the land is called the donor, and he to whom

is given the donce.

And this by the common law was for the most part by deed, though it

might be by parol. But see the flut. 29 Car. 2. c. 3.

By the flut. 3 H. 7. c. 4. (reciting that oftentimes deeds of gift of goods and chattels had been made, to the intent to defraud creditors) no enacted, that all deeds of gift of goods and chattels made or to be made of trult, to the use of that person or persons that made the same seed of gift, be void and of mone effect. See the stat. 29 Car. 2. c.

3. & 13 Eliz. c. 5. Vol. V.

В

By

By giving all one's goods there feems to be a fecret trust and confidence, that the donce shall deal favourably with the donor in respect of his poverty, or permit him, or some other for his benefit or use, to be in possession, &c.

And therefore when any gift shall be made in satisfaction of a debt.

let it be made,

In a publick manner before neighbours, and not in private.
 Dona elundefina funt femper sufficios. 2 Co. 85.
 Clausule inconsucta semper inducunt suspinionem. Ibid.

2. Let the goods and chattels be appraised to the full value, and the

gift made in satisfaction of the debt.

3. After the gift, let the donee takespeffession of them; for the continuance of the possession in the donor is a sign of a trust. Wood's Inft. B. 2. 6. 6.

For more concerning these deeds of gifts of immoveable or moveable things, see title *Deed and Grant in toto*, wherein all the learning touching this matter is involved; for the words gift and grant are often confounded.

PRECEDENTS OF

Deeds of Bift.

Of Lands.

7'HIS Indenture, made the day of Between A. R. of of the one part, and T. B. of -- fon of the faid A. B. of the other part, Witneffeth, that the faid A. B. for and in confideration of the natural love and affection which he hath and beareth unto the faid T. B. Hath given, granted, aliened, infeoffed and confirmed, and by these presents Doth give, Sc. - unto the said T. B. his heirs and affigns, All that messuage or tenement, situate, &c. and all and singular houses, edifices, buildings, barns, Rubles, courts, gardens, orchards, woods, underwoods, commons, common of pasture, ways, paths, passages, waters, water courles, easements, profits, commodities, advantages, hereditaments and appurtenances whatfoever, to the faid message, or tenement, lands and premisses above mentioned, or any part thereof, belonging or in any ways, appertaining, or therewith commonly used, occupied or enjoyed, accepted, reputed, taken or known as part, parcel, or belonging of or to the fame; and the reversion or reverlions, remainder and remainders, rents and fervices of all and fingular the premisses; and also all the estate, right, title, interest, property, claim and demand whatfoever of him the faid A. B. of, in, and to the faid meffuage, &c. and of, in, and to every part and parcel thereof, with their and every of their appurtenances, and all deeds, Sc. To have and to hold the faid mellinge, Sc. and all and fingular the premifics penifies hereby granted and conveyed, or mentioned or intended to be pasted and conveyed, with their appurtenances, unto the said T. B. thers and affigus, to the only proper use and behoof of him the said 7. It his heirs and affigns for ever: And the faid A. B. for himself, his bers, executors and administrators, doth covenant, promise and grammand with the faid T. B. his heirs and affigns, by these presents, the he faid T B. his heirs and affigns, shall and lawfully may from beauth for ever, peaceably and quietly have, hold, use, occupy, mind enjoy the laid melfuzge or tenement, lands and premisses mentioned to be hereby given and granted, with their and every simis appurtenances, clear and discharged, or well and sufficiently mand kept harmless, of and from all former and other gifts, grants, ras, falcs, jointures, feoffinents, leafes, dowers, estates, entails, renteges, arrearages of rems, statutes, judgments, recognizances, execu-, and of and from all other titles, troubles, charges and incumwhatfoever, had, made, committed, done and fuffered, or to be speade, committed, done and fufficied by him the faid A. B. his heirs, persons or administrators, or any other person or persons lawfully rang or to claim, by, from or under him, them, or any or either In Witness, &c.

I. B. Livery and feifin should be given and indorsed.

Of Goods and Chattels conditionally.

NOW, &c. that I M. B. of ---- in consideration of the natural love and affection which I have and bear to my nephew F. S. of - for and towards the better support and maintenance of him afmy deceale, and for divers other, &c. Huve given, granted, barsed, fold, confirmed and by, &c. Do, &c. unto the faid F. S. All d every my plate, jewels, rings, watches, and all and fingular my ushold-goods, houshold stuff and implements of houshold, linen, dding, brafs and pewter, and all other my goods and chattels whatever and wherefoever, and of what nature, fort or kind foever; To we and to hald the faid plate, &c. and all and fingular other the goods d chattels hereby granted, bargained and fold, or mentioned, &c. devery part and parcel thereof, unto the said F. S. his execues, administrators and assigns, as his and their own proper goods, miels and effects, from henceforth for ever: Provided always, and on this special trust and considence nevertheless, and upon this express odrion, that he the faid F. S. his executors, administrators and afs, shall and do permit and fuffer me the faid M. B. to use, keep denjoy all and every the faid plate, &c. during my natural life, with-R paying or yielding any thing therefore, or in respect thereof, and not hervise; And that, from and after my decease, he the said F. S. his secutors, administrators or assigns, shall or lawfully may have, hold id enjoy the fame, and every part and parcel thereof, and dispose there-, and convert the same to his and their own proper use and behouf, as corthey shall think sit. In Witness, &c.

Deed of Gift, by a Mother, of Debts due from ber Children.

70 all to whom these presents shall come, I D. R. of, &c. widow, fend greeting. Whereas my fon H. R. is now indebted to me in the sum of 10 l. and my son in-law, J. M. is likewise indebted to me in the sum of 9 l. and my son-in-law J. G. in the sum of 7 l. and my fon J. R. in the fum of 41, all of good and lawful money of Great Britain: Now know ye, that I the faid D. R. for divers good causes and valuable confiderations me hereunto moving, Have given, granted and released, and by these presents do, for me, my heirs, executor's and administrators, give, grant and release the several sums before mentioned, to the several persons hereinaster named, (that is to say) To my son W. R. the sum of 41. of lawful money of Great Britain, to be paid by the faid H. R. and J. M. share and share alike, out of the feveral sums now in their hands; And as to the remainder of the several fums now in their hands, I do hereby give the same unto them the said H. R. and J. H. and do hereby acquit, release and discharge them the said H. R. and J. M. their executors and administrators, of and from the same; And as for the sum now due to me from my son-in-law J. G. I do hereby give the same unto J. his now wife, and do hereby acquit and discharge the said J. G his heirs, executors and administrators, of and from the same; And as for the sum now due to me from my faid son 7. R. I do hereby give the same unto him, and do hereby acquit and discharge him my faid son J. R. his heirs, executors and administrators, of and from the same. In Witness, &c.

Deed of Gift by a Father to Lis Son, of his Houfe, Goods, Stock in Trade, &c. The Son to pay the Father's Debt, and allow him an annual Sum, and on Default of Payment the Father to re-enter, &c.

To all to whom these presents shall come, T. H. of, &c. glover, fendeth greeting. - Know ye, that the faid T. H. as well for and in confideration of the natural love and affection which he hath and beareth for and towards S. H. of, &c. aforefaid, glover, his only fon and heir apparent, as of the fum of 40 l. by him the faid S. H. to be paid to F. P. gent. for and in discharge of a real and just debt to him due, and of the fam of 10 l. to be also by him paid to M. H. daughter of the said T. H in lieu of the legacies had and received for her use, (by the faid T. II.) to her given and bequeathed by W. H. late of, &c. glazier, deceased, her late grandfather, and 101. more to her due for wages, and of the provifoes, covenants and agreements, and other payments herein after mentioned to be by him the faid S. H. his executors or administrators, paid, done, observed and performed, and for divers other good and valuable causes and confiderations him thereunto moving, Hurb given, granted, bargained, fold, released and confirmed, and by these presents Doth fully and absolutely give, grant, bargain, sell, release and for ever confirm unto the said S. H. his executors, adminifluators and assigns, All his right, title, interest, property, claim and

beard wintloever, of, in and to all that melluage, tenement, or dwelbe-bonse and garden thereunto belonging and adjoining, situate, &c. are in the tenure and possession of him the said T. H. and also all and form his houshold goods, implements of houshold and stock in trade ef piecs, fkins, and ale and every other materials, utenfils, and implaces belonging to the trade or occupation of a glover, and all his the rights, credits and personal estate whereof he is now possessed, ray ways interested in or entitled unto, of what nature or kind fome the same are, or wheresoever they be or may be found, as well in in possession, or elsewhere, in the possession, custody or power of any sher person or persons whatsoever, with their and every of their rights, ambers and appurtenances, (one bed, bedstead, and the appurtenances, win the room over the kitchen, only excepted); To have and to will the faid goods, houshold stuff, stock in trade, debts, rights and personal efface, and other the premisses aforelaid, (except before exceptwith their and every of their rights, members and appurtenances, the faid S. H. his executors, administrators and alligns for ever, when rendering any accounts, or being therefore in any wife accountto the faid T. H. his heirs, executors or administrators, for the And the faid S. H for himself, his heirs, executors and admi- The fon's coalraors, doth covenant, promife, grant and agree, to and with the venant with Ed T. H. his executors, administrators and assigns, and to and with his father to of them, by these presents, in manner and form following, (that Pay debts, awfay) that he the faid S. H. his heirs, executors and administrators, where or one of them, shall and will well and truly pay or cause to be and unto the faid F. P. the faid principal fum of 401: now to him the faid T. H. due by specialty or otherwise, as by an account thereof stated on the day next before the day of the date hereof may ppear; and to the faid M. H. the sum of 10 l. for and in lieu of the legasy or legacies to her given and bequeathed by the last will and testament of the said W. H. and by the said T. H. for her already had and receive ed, and the faid to l. for wages; and, at all times he eafter, free, difcharge and keep harmless and indemnified the said T. H his executors and administrators, from the said debt and legacies so due to the said f. P. and M. H and from all actions, fuirs and damages that may to bin or them arise by reason of the non-payment thereof; And moreover, and allow his that he the faid S. H. his heirs, executors and administrators, or some father an aner one of them, shall and will, yearly and every year during the term of mual fum tothe natural life of the faid T. H. by four quarterly payments, the first wards his to begin at Michaelmas next, well and truly pay or cause to be paid unto maintenance. the laid T. H. or his alligns, the fum of 3 / for and towards his supfor or maintenance, or to find or provide to, him fufficient meat, drink, valuing and lodging, fitting his degree and quality, at the choice and tedion of the faid T. H. Provided always, and upon this condition, and it is the true intent and meaning of these presents, that if the said E. H. his being, executors and administrators, shall neglect and refuse fisher may to per the said two feveral fums, according to his covenant above men-re-enter, treboned for payment thereof to the faid F. P. and M. H. or if the faid T. H. shall happen to be fued, arrested or profecuted for the same, or either of them, or any part thereof, or if the faid S. H. his heirs, executors and administrators, shall neglect or retule to pay the said 3 %. yearly, (in manner as the same is above specified to be paid) or find and provide for the faid T. H. meat, drink, washing and lodging, sufficient

On failure of

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for and befitting him; that then in all, any or either of the cales afore-faid, it shall and may be lawful to and for the said T. H. into all and singular the premisses hereby granted to re-enter, and the same to have again, re-possess and enjoy, as in his or their former estate or estates; any thing, Ge. In Witness, &c.

A Gift of small Debts some in Part of Gratuity for Maintenance.

To all Persons to whom, &c I. A. E. of, &c. widow, send greeting. Whereas W. W. of Ge. and H. M. of, Ge are now indebted to me the faid A. for rent, or otherwise, in the sum of 81. or thereabouts: And Whereas my nephew J. L. of, &c. doth now, and for some time past hath lodged, boarded and provided me with all proper necessaries: Now I the said A. E in part of satisfaction for such his maintenance of me, and in confideration that the faid J. L. hath promifed to provide for me during my life, and bury me when dead, and also for the natural love which I have for my said nephew, and also in consideration of 5s. to me in hand paid by him the said J. L. I the faid A. E. have, and by these presents Do absolutely give, grant, bargain, fell, assign and confirm unto him the said J. L. All and every the fum and fums of money whatfoever which now are or at any time hereafter shall become due or payable to me the said A, as well from the said IV. W. and H. M. or either of them, as also of or from any other perion or persons, whomsoever, for or on account of rent, or otherwise howfoever, as likewife all and every my goods, chattels, personal and other estate whatsoever and wheresoever, which I now or at any time hereafter shall be possessed of, or any ways entitled unto, in any manner howfoever; To have, hold, receive, take and enjoy all and fingular the herein before granted premisses, unto and to the use of the said J. L. his executors and assigns, from henceforth for ever. And for the further, &c. (Letter of Attorney to receive the money). In Witness, &c.

A special Deed of Gift and Bill of Sale of a Person's whole Estate, upon Trust for the Donor for Life, and after her Decease, to the Donee, with a Proviso of Revocation.

THIS Indenture Tilparite, &c. Between the Right Honourable A. Countels of D and M. (relief of the late Right Honourable C. Farl of D. and M. deceased) of the first part, Sir J. C. of, &c. Gent. of the second part, and J. R. of, &c. spinster, (filter of the said A. Countels of D. and M.) of the third part, Winespeh, that the said Countels of D. and M. as well for the love and affection she hath and beareth to the said J. R. and for settling and affuring the premisses herein after mentioned, upon the trusts hereafter mentioned, and in contideration of 5 s. of, &c. to her the said Countels in hand paid by the said Sir J. C. and T. C. at, &c. the receipt, &c. she the said A. Countels of D. Hath given, granted, bargained, fold, assigned and set over, and by these presents Doth give, &c. unto the said Sir J. C. and T. C.

their executors, administrators and affigurs, all and lingular the melluages, befes, rents, houthold goods, plate, linen, woollen, jewels, rights, sain, and all other the goods and chartels whatfoever, either real or had, of her the faid Counters of D and M. whereof the is possesincrehed in or entitled unto; and all the estate, right, title, inand property, challenge, claim and demand whatfoever of her the 24 Countels of D. and M. of, in or to the same, or any part of and thereof; To bave and to hold the faid mefluages, houses, rents, at other the chartely real hereby granted, or intended to to be, unto find Sir J. C. and T. C. their executors, administrators and assigns, furthe day of the date hereof, for and during all fuch effate and estates, and terms, as the the faid A Countels of D and M. now hath feally therein, or is interested in or intitled unto, fully to be compleat microfed, in truft as is hereafter mentioned; And to have and to bold in find houthold goods, plate, linen, woollen, jewels, and all other deperformal efface hereby granted, or intended to be granted, unto the I'm J. C and T. C. their executors, administrators and assigns he beaceforth, as and for their own proper goods and chattels for . In Truft as is herein after mentioned, (that is to fay) in trust and tailence that they the faid Sir J C. and T. C. their executors, adminisand affigns, shall permit and suffer the said A Countels of D. M. and her affigns, to hold and enjoy the faid messuages, houses, m and real effate, and take the profits thereof to her and their own use, to have the free use and enjoyment of the said personal estate heregranted, for fo long time and term as the the faid A. Countels of D. M. shall live; and from and immediately after her decease, in trust and for the faid J. R. her executors, administrators and affigns, for her and their own proper use and behoof, and to and upon no er trust whatsoever: And the said A. Countess of D and M. all and fingular the said hereby granted premisses, to the said Sir J. C. and T. C. their executors, administrators and affigns, against her the faid **1** Counters of D. and M and all persons claiming under her, shall and arrant and defend by these presents. Provided nevertheless, that it shall and may be lawful for the faid A. Countels of D. and M. at me time hereafter, by writing under her hand and feal, attefted by two waseffes subscribing their names as such thereto, to revoke and make raid these presents; any thing herein contained to the contrary thereof is my wife notwithstanding. In Witness, &c.

Bad of Gift from a Father of his Personal Estate to two Trustees, in Trust for his Daughter; but if dead before Age or married, then to his Wife, with a Power of Revocation.

THIS indenture, made, &c. Between the Reverend IV S. of, &c. of the one part, and T. S. of, &c. and R. G. of, &c (two trustees nominated by the faid W. S. for the intents and purpotes herein after mentioned) on the other part, Witneffeth, that for and in confideration of the natural love and affection which he the faid W. S. bath for and beareth to his daughter and only child A. M. S. and to the intent to make force provision for her education and maintenance, and for her future support and advancement in the world, and for the sum of 5 s. now

paid to him by the faid T. S. and R. G. the receipt whereof is by his at hereby acknowledged, and for divers other good causes and valua considerations him thereunto especially moving, be the said W. S. bassigiven and granted, and by these presents Doth fully and absolutely given and grant unto them the said T. S. and R. G. All the ready monics. plate, rings, jewels, debts, flock of corn, grain, hay, utenfils, and implements of husbandry, houshold goods and furniture, and all other the stock, as well quick as dead, and all other the goods, chattels and estate whatsoever and wheresoever, and of what nature or kind soever; which he the faid W. S. at the time of his death shall be possessed of, any way entitled unto; and all the right, title, interest, property, clairs and demand whatsoever, either at law or in equity, of him the faid W. S. of, in or to the faid premisses, and every part thereof; To have hold, receive, take and enjoy all and fingular the faid hereby given and granted premisses, upto and to the use of the said T. S and R. G. their executors, administrators and affigns, from the day of the death of the faid W. S. As and for their own proper goods and chattels for evermore, And to which they are hereby intended to have a legal right and property, And that in as full, large, ample and beneficial manner, to all intents and purposes whatsoever, as he the said W. S. or his executors or administrators, could or might have had, held, received or enjoyed the same, if these presents had not been made; Together with full power for them the faid trustees to bring any action or fuit for the recovery and receipt of the faid premisses, and to give sufficient discharges for the same or any part thereof; Nevertheless in Trust for the said A. M. S. and other purposes, in such manner as herein after mentioned. And the faid W. S. for himself, his executors and administrators, all and singufar the faid hereby given and granted goods, chattels, flock and premiffes, unto them the faid T. S. and R C. their executors, administrators and assigns, shall and will warrant and for ever defend against all persons by these presents: And it is hereby agreed and declared by and between all the parties to these presents, that the gift hereby made of the said granted premisses unto them the said trustees, was and is to them so made, upon the feveral trufts, intents and purposes, and fely it to the feveral provisoes herein after mentioned and declared of and concerning the same, viz Upon this special Trust, that if ey the faid trustices, the faid T. S. and R G and the furvivor of them, and the executors, administrators and affigns of fuch survivor, shall and do, as food as conveniently may be after the death of the faid W, S absolutely sell and dispose of all and singular such part of the said hereby granted premisses as are faleable, unto such person or persons, in the best manner and for the most monies that can be had or gotten for the same; And from and immediately after fuch fale, then upon this further truft, that they the faid truffices, by and out of fuch money as the faid W. S. thall leave at his death, or by and out of the monies arifing by fuch fale, shall and do in the first place pay the funeral expences of the faid H'. S. and all such just debts as he shall owe at the time of his death; And from and after payment thereof, and subject thereunto, then upon this further trust, that they the faid trustees, or the survivor of them, his executors, administrators or affigns, shall and do, as foon as may be after the death of the faid W. S. and of such faie to be so made of the said premisses as aforefairly, put and place out as well the monics arising by such falc, or the furplus thereof as also the whole or residue of such monies as the

LE S. Sall leave at his death, either in some publick bank-stock or ind or eleupon one or more good and sufficient securities, either real experient, with full power for them the faid troftees at any time thensisterall in, remove and new-place out the faid monies, or any part in such manner as they in their discretion shall think fit: further special Trust, that they the said trustees, or the surviwe them, his executors, administrators or assigns, shall and do well almy apply and pay all the interest and produce to arise or be had stade of the furplus and refidue of the same monies, to and for the dances, maintenance, cloathing, and only use and benefit of her the A. S. until her age of 21 years or day of marriage, which **Additional transports** and from and after such her age or marriage, Then twis further Truft, that they the faid truffees or the survivor of them. seaccetors, administrators or affigns, shall and do pay or affign all the he monies or all securities then taken for the same; unto the said AMS. or to fuch person or persons as she by any writing shall direct # appoint : and in case of her death before such her age or marriage. The said in such Case in Trass, and to and for the only use and benefit #45. (mother of the faid A. M. S.) her executors, administrators midges, and to, for and upon no other trutt, use, intent or purpose Provided always, and it is hereby agreed and declared to betterne intent and meaning of these presents, that it shall and may be befulto and for the faid truffees, in the first place, to retain and reimdimages, which they, either or any of them, shall or may pay, exand, fullain or be put unto in the execution or management of the trufts in them reposed; And that they the said trustees, or either of den, or the administrators or assigns of either of them, shall not be ansecable or liable the one for the other, or for the acts, payments, rethe or defaults of the other of them, but each for himself only, and why for what he or they shall actually and respectively receive, and no more; and that they shall not be answerable for the loss of any monies that shall or may happen, unless it be by or through their wilful neglect Provided also and lastly, it is hereby further agreed and deshed by and between all the faid parties to these presents, that it shall and may be lawful to and for the faid W. S. at any time or times herether daring his life, by any deed or writing to be by him fealed and exeessed in the presence of two or more credible witnesses, or by his last will and testament in writing, to be by him signed, sealed and published in the prefer ce of three or more credible witnesses, to revoke, annul, the or make word these presents, or all or any of the trusts herein beine declared of or concerning all or any part of the faid premiffes; Ad by the fame, or any other deed or writing, or last will and tellasent in writing fo respectively signed, scaled, executed and published as abschid, to declare or appoint any further or other trust whatsoever maching or concerning the same premisses, or any part thereof as he the faid W. S. shall think fit; any thing, &c. In Wilnejs

Df Grants.

(A) Grants what, and Granter and Grantes whe.

HE word grant, taken largely, is where any thing is granted or passed from one to another. And in this sense it comprehends feosiments, bargains and sales, gifts, leases, charges, and the like s for he that gives or sells grants also. In this case it is sometimes in

writing or by deed, and sometimes by word without writing.

But a grant in a stricter sense and properly is a conveyance in writing of such an incorporeal thing as lies in grant, and not in swery, and which cannot pass by word only without deed. Or it is the grant of such persons as cannot pass any thing from them but by deed, as the king, bodies corporate, &c. And although it may be made by other words, yet it is most commonly made by the word grant, as being proper to the purpose. Co. Lit. 172, 332. a. Finch's Law 29.

Amongst hereditaments, some are such as are to lie in livery, i. e. such as whereof livery of seisin may be made, as manors, houses, lands, &c. And some are such as do not lie in livery, i. e. whereof no livery of seisin can or need to be made, but they pass by the delivery of the deed without any more; and of this sort are rents, reversions, services, advowsome in gross, and the like; which things cannot pass from man to man without deed or matter of record, which is of a higher nature than a deed. Co. Lit. 49.

He who makes a grant is called the grantor, and he to whom it is

made is called the grantee.

(B) Kinds of Grants.

OME grants are of the land or foil itself, and some are of some profit to be taken out of or from the soil, as rent, common,

And some are of goods and chattels, and some are of other things,

as authorities, elections, &c.

And they are made fometimes by matter of record, and fometimes by deed or writing in the country, and fometimes by word without either.

Some grants also tend to charge the grantor with something he was not charged with before, and some to pass something out of him to the grantee; and some tend to discharge the grantee of something wherewith he was charged or chargeable before, and whereof he is now hereby discharged.

(C) What Grants must (or may not) be by Deed in Writing.

BY the flat. 29 Car. 2. c. 3. No leases, estates or interests, either of freehold or terms of years, or any uncertain interest, not being

ing capitald or customery interest, of, in, to brout of any melliages, maors, lands, tenements or hereditaments, shall at any time be affurmi, grated or furrendered unless at be by deed or note in writing, fignelimbe grantor, &c. or their agents, lawfully authorized by writing, wirad and operation of law.

Eine this statute the common law stood thus as to what grants should Corporations. his seed, or might be by word; and the same laws, as far as they

men within the fame flatte, fill remain in force.

By the common law corporations, as dean and chapter, mayor and memoralty, and such like, regularly can neither grant lands, goods or dates, but it must be by deed.

but the grantees of fuch persons, and all other common persons. might (before the flat. 24 Car. 2. c. 3.) grant or give any thing which belivery, as manors, houses, lands, and fuch things, in fee-simple, fertil, for life, for years, or at will, by word without deed.

and if a leafe was made of any luch thing for life or years, with a mainder over in fee timple, fee-tail or for life; it was good, although # word without any deed in writing. Perk. \$ 64. 4 H. 7. 17. Rem. 150. 16 H 7. 3. Lit. § 60.

And fuch things as are faid to lie in grant and not in livery, could are granted or given, had or taken without deed, unless it were in

becial cales.

And therefore rents and fervices, and fuch things which are in grofs, Rents, fermed not incident to some other thing, may not be granted without a deed; vices, &c. mitherefore if a rent-charge be granted anto me for years, I may not pant this rent over without deed. And if there be lord and tenant of arable land by fealty, and the service of yielding the tenth sheaf of corn before it be flowed; the lord cannot grant this service for years without

But if a rent, or any service be parcel of or incident to a manor, or any other thing which is grantable without deed; in this case by the grant of the principal by word this thing might pale belonging thereunto. without any deed.

Also rents or services might be granted upon a partition by one copareener so another without deed. Co. Lit. 49. Dyer 439. Perk. 6 60, 61, 63. Bro. Grant. 59

A reversion could not be granted in fee-simple, fee tail, for life or Reversion, or wars without deed, unless it be in case where it is parcel of a ma- remainder.

But a reversion might be granted upon a partition by one coparcener manother without any deed. And the same law was of a remainder. And therefore if one made a legie for life or years to one, the remainder in fee fimple, fee-tail or for life to another without deed; howfoever this was a good remainder in the first creation without deed, yet this remainder could not be granted over without deed. Perk & 61. Dyer 174 Plow. 433. Bro. Grunt. 104.

A parsonage or rectory, although it consisted of nothing but tithes, Advowson, and the like, besides the church yard, and had no house nor glebe be- tithes, Un. longing to it, yet it might be granted without deed in fee-simple for life er years, and then the tithes and offerings would pass as incident.

But the tithes alone, or a portion of tithes, oblations, mortuaries or obventions, were not grantable by themselves without deed. 15. H. 7. 8. 16 H. 7. 2. 19 H. 8. 12. 21. H. 6. 43.

And therefore a leafe parol of tithes, although it was but for years,

was not good.

And if the parson agreed with one of his parishioners that he should have his own tithes; this was not a good grant of the tithes, neither might it be pleaded or used so, but perhaps by way of agreement a parishioner might retain his tithes. 36 El. B. R.

And if a leffee for years of tithes will grant it over to another at will only, it could not be done without deed, as was held by baron Deabam,

2 Car. at Sarum affizes.

And yet it was held, that a parson might grant his tithes from year to year to him that was so pay them, without any deed; but this was by

way of retainer. Mic. 8 Juc. Dr. Longworth's case.

But this grant or agreement might be made to and with the party himself that was to pay the tithes, and not with another: neither could this interest be assigned, or a stranger take advantage of it, as hath been agreed in the case of Hawkes and Brasield, Pasch. 3 Jac. B. R.

And an advowson in gross could not be granted without deed; even the grantee of the grantee of an advowson is to shew both the

deeds.

But an advowson was grantable upon a partition between coparceners without deed.

And an advowfon incident to a manor or piece of land was grantable

with the manor or land without any deed.

The next avoidance to a church was not grantable without deed. 22 Ed. 3.38. 11 H. 4. 3 Dyer 23, 10 Co. 1. Plow. 150. 9 Ed. 4.47.

Common of pakure, Gr.

Common of pasture, estovers, turbary, fishing, &c. could not be granted in fee-simple, fee-tail, for life or years, unless it be in case of partition, or of appendancy, as incident to some corporeal thing without deed.

And therefore if a man granted by word of mouth to me common for twenty heafts in his manor; this would not be good.

Neither if it was granted to me by deed, might I grant this over to another without deed.

But if a man had common of pasture appendant or appurtenant to his land; in this case he might grant his land with the common appendant by word only without any deed. Perk. § 61.

Franchifes, as fairs, markets, courts, warrens, and the like, or

other profits, thereof, were not grantable without deed.

But a hundred was grantable without deed, for there is liberum tenementum.

The profits of a mill, country, ferry, corrody, or the like, were not

grantable without deed 15 H. 7, 8.

Things in action, as a right or title of action that only depends in action, and things of that nature, as rights and titles of entry to any real or personal thing, are not grantable at all but by way of release to the tenant of the land, &c. by which means it may be extinguished: but this neither may not be without deed.

And therefore if a man takes my goods as a trespasser, or I deliver him my goods to keep, and after I will give these goods to him, I cannot do this without deed. 6 H. 7. 9. Dyer 91, 126. Doa. & Stud.

16.

An election, condition, covenant, affent, licence or liberty, cannot

Pranchises,

Hundred.

Things in action, &c.

bе

recented and annexed to an estate of inheritance or freehold without led. Der 281.

A privilege to hold land for life without impeachment of walte, is not make wout deed.

Offices for the most part are not grantable without deed.

And yet some inserior offices, as stewards, bailiffs, and the like, are; Offices in sai officers a lord of a manor may retain by word without deed, gla 9.

Mait chartels real and personal might be given and granted without Chattels.

And therefore if a man by word of mouth granted, gave or fold me in the for years, the wardship of body and land, or the wardship of inditian he had by reason of a tenure by knight's service, or by game from the king, or granted or fold me trees standing upon his grand, the corn growing upon his land, his horse, sword, plate, or the houshold stuff; this is a good grant or gift. But the wardship of the body of an heir only, cannot be granted without.

So a next presentation cannot be granted without deed. Perk. § 57, So. Bro. Donne 1. Dyer 10. 5 H. 7. 35, 36. Plow. 150.

(D) Things necessary to every good Grant.

Egularly these things are requisite in every good grant or gift:

1. That there be a grantor, donor, Sc. and that he be a person we to grant, and not disabled by any legal or natural impediment.

2. That there be a grantee, donec, (a) See and that he be a person public of the thing granted, and not disabled to receive it.

3. That there be a thing granted; and that the thing be such a thing is grantable.

4. That it be granted in that order and manner the law requires: as where the thing is not grantable without deed, that it be done by deed.

And if it be done by deed, that the deed have apt words to describe and fet forth the person of the grantor and grantee, and thing granted, and that all necessary circumstances, as sealing and delivery, and series of seisin, and attornment, where it is needful, be observed.

5. That there be an agreement to and acceptance of the grant or thing stated by him to whom it is made, and for default in either of the searchasts a grant may be void.

la acquirendo rerum dominio, scilicet quod donationes non valent, licet su incepe, mis sint persede.

(6) A thing that cannot begin without deed, may not be granted without deed; wa tent charge, fair, &c.

⁽a) A grame to J. S. or J. N. is had for the uncertainty although it he delined to J. S. for the delivery of the deed cannot make a void grant good or the effect.

But if grants be very ancient, and things granted have been enjoyed according to the grant ever fince the making of it; in this cafe the grant may be good notwithstanding some legal defect in some of these particulars. Co. 73. Plow. 555. Perk. § 1. B: o. Grant 89. Supra Vol. 1.

(E) Who may be a Grantor.

WO things are requisite relative to the grantor:

First, That the grantor be a person able to grant.

Secondly, That if the grant be by deed, the grantor be sufficiently described and set forth, either by his proper name, or else by some other matter of dislinction.

Note therefore, that whosoever may be a feosfor, may be a gram-

tor.

Natural or politick bodies.

Alien.

Person attaint or outlawed.

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t-

Feme covert.

And any natural, politick, or corporate lody (not prohibited by law, as monk, friar, woman covert, infant, and such like) may be grantor, donor, &c. and the grants of such persons will be good. Perk. § 3.

An alien may and is able to grant or give any thing that he is capable

to have or take by grant or gift.

A person attainted of treason or felony may give or grant his land; and this is good against all others besides the king and the lord of whom his land is held.

And he may grant and give his goods to relieve himself in prison; and this will be good against all other, and the king and ford also.

A person outlawed in a personal action, may give or grant his goods or chattels, and the gift or grant will be good against all others but the king. Perk. § 26.

The queen may, without the agreement of the king, make grants, gifts, &c. of her lands or goods: but another woman that has a hufband cannot give or grant her lands or goods without her husband's confent, unless it be in some special cases.

And although the recites by the deed that the is fole and not covert,

yet this will not help.

And if the case be so, that by agreement between her and her husband there be a certain portion of her husband's lands or goods allotted unto her to dispose of and manage at her pleasure, yet she alone without her husband can make no good grant or gift of any part of these lands or goods.

But if she grants any thing by sine, and the husband does not avoid

it during the coverture; this grant will bind her after his death.

And if the makes a gift or grant of her husband's goods, it is thought, this is not good until her husband agrees to it. Co. Lit. 3. Perk. § 8, 20, 41.

lufant.

An infant cannot make any gift or grant, &c. that is good but in special cases: for if he makes any grant or gift that takes effect by the delivery of the deed only; as if he grants a reat-charge out of his land, or makes a scoffment with a letter of attorney, or gives livery of seisin-

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refrees or fells his horse, and the buyer or donee takes him himself;

de acc vad ab initio. (a)

And if the grace or gift takes effect by the delivery of his own hand; mil he makes a feotiment, and gives livery of feilin himself, or sells a base and delivers him with his own hands; this is voidable by the inin limited, or others that shall have his right, &c.

Buil as infant grants any thing by fine; this must be avoided during in minority, or elfe it cannot be avoided at all. 9 H. 7. 24. 26

il. Park. § 12, 13, 14, 19, 7 H. 4. 5.

Allgrants that are made by durefs, are voidable by the parties them. Durefs. Besthat make it, or others that have their estates, Ge.

But it be done by fine, it is good and voidable. Perk. \$ 16.

All gifts, grants, &c. made by deed in the country, by those that Non fanc ze son fane memorie, are good against themselves, but voidable by memorie. siction are their heirs, executors, or have their estato; but if it be in fac, it is good and unavoidable. 4 Co. 123, 124.

A men that is born dumb, or dumb and deaf, if he has understand- Born dumb, ing may by delivery of the deed and making of figns, make a good &.

mat, gift, &c.

Bu a man that is born deaf, dumb and blind, cannot. Perk. 25.

A bailard may give or grant as well as any other, after he has got a Ballard.

some by reputation. Perk. § 20.

A purson many grant any thing belonging to his parfonage for no longer Parson. the for his own life, and therein likewise but during his residence, though he has the consent of the patron and ordinary.

Nather the head without the members of a corporation, nor the mem- Corporation. is without the head, as dean without the chapter, or chapter without the day give or grant any of the lands belonging to the corpora-

🖦 Perk. 🗣 3 £, 32, 33. One executor or administrator may give or fell any of the goods of Executorste deceased, and this is good to bind all the rest.

For more concerning who may grant, &c. fee before, Vol. 1.

(F) Of naming the Grantor.

THE name of the persons in grant is set down only to distinguish persons, and to make the person intended certain: and therefore exwithstanding it is best and most fafe to describe the person by his true and proper name of baptism, and also by his surname; and if it be a corpration, by the true name whereby the corporation is made; yet miftakes in this case, unless they are very gross, will not make void the grant. Nibil facit error nominis cum de corpore constat.

And therefore if one that is a ballard has got a name by reputation

⁽s) If a parson, prebendary, or the like be within the age of 21 years, and grant alcake of his benefice, within age, this shall bind him; for as he is admitted by the eccleliatical law, to take a benefice within age, the law of England makes in applie to leafe his benefice within age. Biro. Age, 80.

in the place where he lives, or another man has got another name by common effect than his own right name, or is usually called by another name than his true name in the place where he lives; in these cases they may grant by this name, and the grant is good.

And if a man be baptized by one name, and after be confirmed by another, some have said he may grant by either of these names. Sed

auere.

And if John at Stile grants by the name of William at Stile; this grant is good. Et fie de similibus. 6 Co. 63. Co. Lit. 3. Perk. § 41,

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And these grants are good, especially when there is some other addition to make it more certain; as when a duke, marquis, earl or bishop, grants by their names of honour or dignity, and grant without any name, or with a salse name of baptism, as when the duke of Suffolk by the name of the duke or Suffolk, without any more words; or by the name of William duke of Suffolk, when his name is John; or the bishop of Norwich grants so: these are good grants, because there is but one such duke and one such bishop within the kingdom.

So if a dean and chapter, mayor and commonalty, grant by the name of their corporation without any addition of christian or furname; it is

good. Fitz. Grant. 67: Perk. § 42.

And especially these grants are good when the true name appears in some other part of the deed; as when John at Stile recites by his deed that his name is John at Stile, and by the same deed grants by the name of Thomas at Stile. Or Alice at Stile, reciting by her deed that she is a seme covert, when in truth she is sole. Perk, § 40.

But if an ordinary man grants by his furname only without any name of baptism, or by his name of baptism without any surname at all: in these and such like cases for the most part of the grant will be void for uncertainty, unless there be some other matter in the deed to help it, or some other matter done ex post facto to supply it; for in some cases where the thing granted lies in livery, such mistake or uncertainty in the grant may be helped by the livery of seisin upon the deed afterwards. 3 H. 6.

26. Perk. § 38, 42.

And so also it is in the names of corporations; for if the variance and mistake by omission or alteration be only in some small matter, so as it is literal and verbal only, the grant will not be hurt by it. But if the militake or omission be in the substance of the name, the grant may be And therefore if Decanus & capitulum ecclesia cathed. santia void by it. G individ Trin. Caerlil. grants by the name of Decunus ecclesiae cathed. fantle Trin. in Calil & totum capitulum ecclesie predit. this is good : et fic de similibus: for if the sense still remains either expressly or by necellary implication, and the description be such as imports a sufficient and certain demonstration of the true name of the corporation according to the foundation thereof, it suffices. But if any of the substance or effence of the name be omitted contra. And therefore if a corporation, incorporated by the name of Prapefiti, &c. collegii regalis coll. beata Maria de Eirn, juxta Windfor, grant by the name of Per & fociorum colleg. regulis coll. de Eton, &c. leaving out collegium & beate; this grant is void. 6 Co. 65. 10 Co. 122, 124. 11 Co. 19. Dyer 110.

A corporation aggregate cannot grant to the head of the corporation.

Ld. Raym. 775.

A grant to a knight by the name of effuire is void. Ld. Raym. 303.

A grant :

A grant ma man by a wrong name may be good, fi conflat de persona, ha the descripratio persone must appear upon the face of the grant. Ld. Appa. 304.

For mere soncerning naming the grantor, fee Vol. 1. fol. 253. 260.

(G) Who may be a Graniee. See 2 Burr. Rep. 731.

S to a grantee three things are requilite:

A 1. That the grantee be a person capable, i. c. that he be a perhis being at the time of the grant, made, and not disabled by any le-

dimediment to take by the grant.

. That if the grant be by deed, the grantee be sufficiently named, was the least fee forth and distinguished by some circumstantial matter. and that he be so named or described as that he may be capable to take by the name or description.

3. That he himself and not a stranger, takes by the same grant.

All natural, politick or corporate bodies that are not disabled by law, Bodies natusayle gr: itees; and all persons that may be grantors may be grantees; ral and poliad some others that cannot grant or give, yet may take or receive. And tick. agreet made to one, two, three, or twenty such persons, is good. Co.

1. 2, 3. Perk. \$ 42.

A grant of land, or rent in possession to the right heirs of J. S. 7.2. being then living, is void; for there neither is nor can be any such pulsa in rerum natura, for no man can be an heir to another that is living: but such a grant to one in remainder is good, if so be that J. S. is before the particular estate ends, and before the remainder happens. bif a grant be to him or her that shall be the first child of J. S. and ke has no child at the time of the grant, this is void: fo if a grant be mode to the wife or child of 7. S. when there is none such, it is void: mif a grant be to J. S. and to his first-born son, or to J. S. and her that shall be his wife, and he has at the time of the grant neither wife, nor fon; in these cases the grant is void as to the wife and son, and 7. S. shall have all by the grant. Co. 101. 2 Co. 31. Perk. 6 52 54

An alien may be a grantee, but if any thing be granted to him where- An alien. of he is incapable; as an estate of lands in see simple for life or years,

be cannot hold it, but the king will have it from him.

A person attainted of treason or selony before or after attainder may Persons. be a grantee, but he cannot hold the thing granted; for if the king or attaint. lad will, he may have it from him. So also persons outlawed in personal Outlawed. adions may be grantees of lands or goods, but the king will have the profes of the lands and property of the goods. Co. Lin 2. Perk. 6 48.

A woman covert may be a grantee, but her husband may by his difagreement avoid the grant; and yet if he does not avoid it in his life-time, the grant will be good; and he that will have the grant to be void, most show the husband did disagree to it. Perk. \$ 43. Co. Lit. 2:

An infant may be a grantee, for this is prefumed to be his advantage : Infant, YOL V.

Mca de non fanc memorie.

Baftard, perfons deformed, &s. Hermaphrodire.

Clerk convi& villain. and yet at his full age he may agree to it and perfect it, or disagree to it, and avoid it without any cause shewed. Perk. § 4. Co. Lis. 2.

A man de non fane memorie may be a grantee as well as any other man, and it feems these grants cannot be afterwards avoided. But such men cannot be grantees of offices of trust and such like things. Co. Lit. 2.

A bastard, persons desormed, having human shapes, lepers, and such like, may be grantees of lands or goods, &c. as other men may be. Ibid.

An hermaphrodite may be a grantee according to the most prevailing fex. *Ibid*.

A clerk convict, and a man imprisoned, may be a grantee as well as another, and so also might a villain of the king, or of a common person; but he could not retain the thing granted, for the king or lord might have it from him if he would; neither could monks, friers, and such like persons, he grantees, for they were unterly disabled. Co. Lit. 3. Park. § 48, § 4.

For more as to this head, fee Vol. 1. fol. 260. 268.

(H) Of naming the Grantee.

Egularly it is requisite that the grantee be named by his names of baptism and surname; and so it is most safe; and special heed must be taken to the name of baptism, for that a man cannot have two or more names of baptism, as he may of surnames. Oo. List. 3.

And yet in some cases, though the name be mistaken the grant is good; as if a grant be to J. S. and Em his wife, and her name is Emelin, (Bro Nosme 9.); or a grant is made to Alfrid-Fax James, (Bro. Construction 30.); or a grant be to Robert earl of Pembroke, where his name is Henry; or to George bishop of Norwich, where his name is John, (6 Co. 65. 27 Ed. 3. 85.); or a grant be to a mayor and commonalty, or a dean and chapter, and mayor or dean is now named by his proper name, (Co. Lit. 3.); or a grant be to J. S. wife of W. S. where she is sole: all these and such like grants are good; for in this case the rule doth hold wile per inutile non visiatur. (Dyer 119) (a) And if one be baptized by one name, and after confirmed by ano-

⁽a) A conveyance was made to Randolph Buers knight, lord Buers, and in avaidance of this conveyance it was alledged, that at the time when it was made, he was not known or reputed by the name of knight, and that he was not then a knight, and whether this should make the conveyance void or not was the question: and it was agreed that the conveyance so made to Rasph Edwards knight, lord Buers, was a good conveyance, and that the plea in har to avoid the same not a good plea, because where a thing is granted to one by such a name that it cannot mean another person, this is good without any christian name expertice, and as the case was here, there was but one lord Evers, and therefore this was certain enough, for that the same did well sunsue to person; and therefore the other addition here of knight (though sale) notwithstanding, yet this falsity should not take away the description of the true person to whom the conveyance was made, but that he ought to have the same, being here sufficiently expressed by the name of lord Evers, and therefore it was held by the court unaninously that the conveyance was good and sufficient to carry the land upto lord Evers though he was then no knight.

I Bush. 21, 666, lord Evers v. Strickhand.

ther, yet a grant to him by his first is good; and so also some think of agrant so him by his fecond name; fed quere of this. Also when a al has got a mame by reputation, a grant may be made to him by Magrant be made to W. at Stile, by the name of W. at Gappe;

fix a good grant notwithstanding this mistake.

he where a grant intends to describe the person of the grantee by his same, and omits or mistakes his christian name or surname; in ice for the most part the grant is void, unless there be some special per no help it, as in the case before. And yet if the grant does not and to deferibe the grantee by his own name, but by some other there it may be good by a certain description of the person, t wife of J. S. primogenito filio, or the second son, or to the youngkim, or feniori puero, or omnibus filiis, or filiabus J. S. or omnibus bis J. S. or omnibus exitibus J. S. or to the right heirs of J. S. or the sext of blood of J. S. In these cases grants made to these perin these words are good, for the person is certainly enough describ-L And if a lease be made to J. S. for life, the remainder to him t shall come first to Paul's such a day, or to him that J. S. shall me in three days; if in these cases any one comes to Paul's that y, or be named by J. S. within three days, and the particular estate ing continues, this is a good grant of the remainder. Id certum eft d certain reddi potest. But if a grant be made in these words, viz. four of the parishioners of Dale; or Deo & ecclesia de D. or to two the sons of J. S. and he has many sons; or to J. S. or W. S. in disjunctive: these and such like grants as these are utterly vold for entainty. And if a gift or gram of goods be to the parishioners of is these words, it seems this is good: but if a grant or gift of land made to them by these words, it seems this is void. And also it is agrant of goods to the churchwardens of the parish; this is held to good; but otherwise it is of a grant of lands to them. As bastard is le by that name whereby he is ufually called, and therefore a grant in by that name is good. And a right heir, or one that shall be the Riffue of J. S. that has no child, is capable of remainder by that ne, but of land in possession he is not capable by that name. And a flard, as the reputed for of J S. may take by a grant to J. 8 and siffue. A bishop may take by the name of a bishop without any er name; but if a grant made to the parishioners or inhabitants of le, or probis bominibus de Dale, or the commoners of fuch a walle, to the lord and his tenants bond and free; these are not good grants, rathough these persons are capable, yet they are not capable by these 168. 9 Ed. 4. 43. Pitz. Grant 23. Co. Lit 3. Perb. 9. 52. , 55, 56. Bro. Grant. 65. Done 17. 31. Doer 337.

If there be two grantees, and one of them takes by the deed, it is scient; but if the grant be to one that is no party to one deed, and a so the grantee himself, in this case although the grantee and he to me the grant is made be capable, and never to well described by their tes, yet is the grant void; for no grant can be made but to him that purty to the deet, except it be by way of remainder: and therefore a man makes a lease for term of life, and after the leffor grants to a ranger, that the tenant for life shall have the land to him and his heirs; his grant is void. Et fic de finulibus And yet it seems in some cases,

that if one of the grantees be party to the deed, that another grantee that is no party to the deed may take with him; and therefore the case was, Robert gave the reversion of lands which Agnes his wife held for life to Stephen de la Moore, babendum post mortem dille Agnetis in liberum maritagium cum Johanna filia ejusdem Roberti: in this case it was adjudged, that although Joan was not named before the babendum, yet that she should take in tail with her husband. Dod. & Stud. 94. Co. 15. Co. Lit. 21, 231. 5 Ed. 3. 17.

For more concerning naming the grantees, fee Vol. 1. fol. 268.

(I) Of the Power of Grantees where the Grant is for the benefit of others.

N a grant made to the warden and affishants of S. for the benefit of the inhabitants, for the ease of taxes and relief of the poor, it was decreed that they should not let or make any leases of the land without consent of the major part of the inhabitants of the place, it being for their benefit in general. Chan. Ca. 269, 270.

(K) Of the Things granted. (a)

S to things granted observe these things: First, that the thing whereof the grant is made be grantable, and that both in respect of the nature of the thing itself, and also of his estate that grants it; for in some cases although the thing for the quality of it be grantable, yet in respect of the estate and property that the owner has in it, it is not grantable.

Secondly, That if it be by deed, it be fufficiently distinguished and

named.

Amongst things that are grantable, some are grantable de novo, and in their creation, but not transmissible nor assignable afterwards.

And some are grantable at first in their original creation, and assign-

able over afterwards from man to man in infinitum.

All things that may be granted by fine, and whereof a fine may be

levied, may be granted over from man to man.

All things that are before observed to be grantable by or without deed, are grantable over from man to man: and therefore all corporeal things that lie in livery, as manors, melfuages, cottages, lands, meadows, paltures, woods, and the like, are grantable in fee-simple for life or

Things in hvery.

(b) Fid. Vel. 1, fel. 285. Note b contra.

⁽a) A thing in action, a cause of suit, right of entry, or a title for a condition broken, or fuch like, may not be given or granted to a stranger, but only to the tenant of the ground, or to him that bath the reversion or remainder. Lit. fee-347. Co. Lit. 214. 270. b. 2 Gre. 179, 189. 1 Cro. 638, 639. Dr. and Sind. Lib. 1. cap. 8. fol. 17. a.

gas at fell, and affiguable over again at the pleasure of the gran-

All trees and emblements are grantable. And a man may grant herdere or herbage, i. e. the grafs of his ground, and not the ground

has man that is seised in see of a house, may give or sell the timk, bue, &c. of the house, and the donce or grantee may take after which of the donor. Bro. Done 10.

Me all incorporeal things that lie in grant, as rents, services, and In grant. whe, are grantable over in fee-simple, for life or years; and there- Rents, serbecause or fervices referred upon any estate, and rents granted out of vices. and are grantable over in infinitum. And if a man has a rent referred

majerticular estate, he may grant over parcel of it.

but a rest or service suspended cannot be granted. Neither can a man part a rent isfuing out of a rent. If a rent be granted to me, I may park over to a stranger before I be seised of it, and this grant is not But an annuity it seems is not grantable over after the first creain of it. And yet if an annuity be granted to J. S. and his assigns prompho, it feems this annuity is grantable over. Perk. § 91, 87, 103. Bro. Grant 3. 3 H. 6. 20. 9 H. 6. 12. Fitz. Grant Ч. Co. Lit. 144.

Advowsons are grantable in fee-fimple, for life or years from man to Advowsons.

💴 ii infinitum.

Allothe prefentation to a church before the church is void, is grant-: But when the church is void, that turn is not grantable, for then is in the nature of a thing in action.

Also rectories and tithes, and portions of tithes and pensions, are gentable from man to man in infinitum. Stat. 32 H. 8. c. 7.

Reversions and remainders are grantable from man to man in fee-sim- Reversions te, fee-tail, for life or years.

And if I have a tenant for life of three houses, I may grant the re- ders.

wife of two of them.

And if I have the reversion of three houses and four acres of land, I may grant the revertion of two houses and of two acres of land.

And if a tenant in tail be of an acre of land, the remainder to his ight beirs, he may grant over his remainder by itself; and yet it is such a thing as the tenant in tail himself may bar by a common reco-

But if a grant be of land to J. S for years, the remainder to the was beirs of J. D. and J. D is living; this remainder is not grant-

the so long as 7. D. lives Perk. \$ 73, 87, 88.

Common of patture, of turbary, of filling, or of efforers, are grant- Common. thin fee, for life or years from man to man in infinitum. Perk. § 103. And yet if a common in grafs and without number be granted to a ma and his heirs, this is not grantable over to another man; but if common for a certain number of beafts be so granted, the law is otherwise; and that this is grantable over in case where the first grant is to the granthe and his affigure. Per two judges against one, H. 16 Jul. B. R.

Offices are grantable at first; but the great judicial offices of the king- Offices. a the offices of the lord keeper, chief justices or chief baron, or of my other of the justices and barons, and such like, are not grantthe over to others, neither may they be executed by deputies.

Bue

But the sherist's effice, although it he not grantable over, yet is may be executed by deputy. Perk § 101. The reversion of an office is not grantable by a subject as it is by the king, yet a subject may grant an office behendum after the death of the present officer; and this is good. Per lord keeper and two chief justices, M. 5 Car in Channe The inferior offices also that are offices of trust, especially if they consider they are not grantable at first, yet they are not grantable over by the officer to any other, unless they be granted to them and their assigns; and of this sort are offices of steward, bailist, receiver, sewer, chamberlain, carver, and the likes neither may these executed by deputy but where the grant is so. Ca, Lit. 233. Perk. § 101 (a)

An office is not grantable by parol, especially for life. Ld. Raym.

Licences, authorities, &c.

Licences and authorities are grantable at first for the lives of the parties, or for years; but the grantees of them cannot assign them over the first power be given to me to make an award of livery of seisin, I may not grant over this power to another. And if licence be granted to me to walk in another man's garden, or to go through another man's ground, I may not give or grant this to another. 12 H. 7. 25. 13 H. 7. 13.

Possibilities.

A bare possibility of an interest which is incertain, is not grantable; (b) and therefore if one has a term of years in land, and by his will devise it to J. S. for his life, and afterwards to me for the residue of the years; of devises it to J. S. if he lives so long as the term shall last, and if he dies before the term ends, the remainder to me: In these

(a) As to grants of offices by bishops, vide Sir John Trelawney, v Bishop of Winebester, 1 Burr. 219.

(b) There are two kinds of pollibilities, the one a bare pollibility, that which the heir has from the curtefy of his ancestor, and which is nothing more than a mere hope of fuccession Such a possibility undoubtedly is not the object of difpolition; for if the heir were to dispose of it during the life of the ancestor, though it afterwards devolved on him from his ancestor, such disposition would be void. The other, a possibility or contingency, coupled with an interest, like the cases put in the context and other instances of contingent executory interests which might be stated. These are now considered as descendible, releasable, asfignable, and devileab e in the same manner as vested interests : vide Jones and others, against Roe, lessee of Perry, 3 Term Reports, 88; et vide Sir Marmo-duke Wivel's case, Hob 45. Tenant in tail of an advowson, and his son and heir joined in a grant of the next avoidance. Tenant in tail died; and it was adjudged, that the grant was utterly void against the son and heir that joined in the grant, because he had nothing in the advowson, neither in possession nor right, nor in actual possibility at the time of the grant. So where lands were demised to husband and wife for their lives, the remainder to the furvivor of them for years, and the husband granted over this term of years and died; a question arose whether the wife or the grantee should have the term; and it was adjudged that the wife, and not the grantee, should have it : because there was nothing in the one or other to grant over, until there was a survivor. And the law would have been the same if the wise had died, after the grant, and the husband had survived, yet he should have the term against his own grant; as if a lease were made for life, the remainder for years to him, which should first come to PAUL's Should A. grant this term, and after be the first to come to PAUL's, yet the grantee should not have the term, because it was not in A. by any means, neither in interest or otherwise, until he came to PAUL s. Poplam 5.

. S. lives, I cannot grant over this possibility. So if a leafe be made to me and my wife for life, the remainder to the furvim of es, I may great this remainder to another man; but such a possi-Linking coupled with fome present interest, is grantable over; and the if A. has four houses in execution upon a flatute, and by course fine it will enduse thirteen years, and after two of the houses are color by elegit for lifteen years; in this case he that has this execution make fixture may assign over his interest in these two houses; for aswate execution by the elegit is fatisfied, A. shall have the two houses will be be fatisfied. The lord cannot grant the wardship of the hir if his tenant is living. 4 Co. 66. 5 Co. 24. Dyer 244. Perk.

These things that are inseparably incident to others, are not grantable Incidents. without the thing to which they are so incident and belonging; and thereher court baron, which is evermore incident to a manor, is not grantthe wahout the manor itself; common appendent to land is not grantthe without the land itself to which it belongs; and common of estowas appendant to a house is not grantable without the house itself to which it belongs. 1 Ed. 4. 10 5 H. 7. 7. Perk. § 104.

Arent fervice, orother thing, whilft it is wholly in forpence, is not grantale; and therefore if the lord differies the tenant, or the tenant enfeoffs the things lad spon condition, the lord cannot grant over the feigniory during this feesion. But if one has a rest in fee out of my land, and he purchases the fame land for life or years: in this case the rent is grantable even will the effare of the land continues. So if the tenant makes a leafe faryears or life of the tenancy to the lord; in this case the lord may must the seigniory notwithstanding. And yet if the tenant makes a lease manother man for life, and the lord grants the feigniory to his tenant in this case the grantee of the seigniory cannot grant it over. becanse it was never in effe. 16 H. 7. 4. Co. Lit. 314. Bro. Grant 173. Perk \$ 83, 89.

Pranchises, as views of frankpledge, perquifites of courts leet, co- Franchises, sulance of pleas, fairs, markets, goods of felons, waifs, eltrays, hundeals, ferries, or paffages, warrens, and the like, are grantable over from man to man in fee, for years in infinitum.

Things in action, and things of that nature, as causes of suit, rights Things in acand titles of entry, are not grantable over to strangers, but in special tion. cules; and therefore if a man has diffeifed me of my land, or taken away may goods, I may not grant over this land or these goods until I here feilin of them again. Neither can I grant the fuit which the law gives to me for my relief in these cases to another man. So if I make a sentiment to another man, on condition that if I do such a thing, I hall have the land again; in this case I may not before or after the time of performance of the condition grant over the condition to another. But all these things I may release to the parties themselves: for it is a maxim in law, that every right, title or interest in present or in forms, by the joint act of all them that may claim any such right, title primerest, may be barred or extinguished. 5 (.o. 24. 6 Cb 50. 10. Co. 6. Co. Lit. 214. Dyer 241. Perk. § 86, 87, 85. Bro. Done 27, 24, 48.

And in some cases a grantee of a reversion may take advantage of a condition annexed to an estate for life or years. If a man owes me moner on an obligation, or the like, I cannot grant this debt to another: But I may grant a letter of attorney to another man to fue for it and re-

ceive it, or I may grant the writing itself to another, and he may can cel it, or give it to the obligor. Co. Lit. 232. Perk. § 86.

A presentation to a church after the church is become void, is not

grantable; for it is in the nature of a thing in action. Dyer 283.

And if a man takes my goods from me, or from another man in whose hands they are; or I buy goods of another man, and suffer them in his possession, and a stranger takes them from him; in these cases I may give the goods to the trespassor, because the property of them is still in me. Perk & 92. Fitz: Done 3. 7.

Perfonal things. Trusts and considences, which are personal things, for the most part are not grantable over to others. And hence it is also that offices of trust and considence are not grantable over but in some special cases where they are granted to a man and his assigns, or where they are granted to a man and his heirs. Perk. § 99. Plow. 379.

Intire things.

Some things are so intire that they cannot be severed by grant; and therefore if a man holds three acres of land of me at twelve pence rent, and I grant the services of the third acre; this is void, and he shall have all or none, for I cannot sever the tenure. But if a man holds land of me by homage, fealty, escuage, and a certain rent; in this case I may grant the rent, and keep the seigniory Fizz. Grant 19, 79.

Chattels real and personal.

All chattels real and personal regularly are grantable from man to man in infinitum, as leases for years, be they present or suture, trees, (a) oxen, horses, plate, houshold-stuff, and the like. Also trees, grass, and corn growing and standing upon the ground, fruit upon the trees, wool upon the sheep's back, is grantable. Dyer 58, 305. Plow 142, 147. Perk. 90, 91.

If a man fells me ten loads of wood, in his wood to be taken by his affignment; or fells me three acres of wood towards the North fide of the wood; by this grant in these words I have such an interest as is grant-

able over. 5 Co. 24.

If I make a lease by deed of a house to another, and therein it is agreed between us, that if the rent be not paid me by such a time, I shall enter into the house, and take and sell the goods there as my own to pay the rent; it seems this is a good grant of the goods, and that I may do according to the agreement.

And if one that holds land of me grants to me by deed indented, that I shall distrain for my service in all his land; this is a good grant.

Fitz. Bar. 280.

Mone:

A man may give or grant money; as if I deliver money, on condition that if he affures me of fuch land he shall have it, otherwise that he shall deliver it to me again; in this case if he makes the affurance he shall have the money, if not, I may have an account for it:—Fiz, Grant 6. Fiz, Done 11.

⁽a). By the grant of the trees by a tenant in fee fimple, they are absolutely passed away from the grantor and his heirs, and vested in the grantee, and go to the executors or administrators, being in understanding of law divided as chattels from the freehold: and the grantee has power incident and implied to the grant to sell them, when he will, without any special licence; but the grantee cannot thereby dig and make saw pits in the ground, or square the timber there, without a special authority for that purpose. Hob. 173.

Such things as are fere nature; as conies, hares, deer, and such like, Fere nature. ment granable at all. Bro. Done 34.

A parson of a church may grant his tithes for years, and yet they Tithes.

mushim. Perk. 9 00.

Am may give or grant his deeds, i. e. the parchment, paper and Deeds. was mother at his pleasure, and the grantee may keep or cancel and therefore if a man has an obligation, he may give or grant and so sever the debt and it. So tenant in see simple may give me away the deeds of his land, and the executor in the first case, the heir in the last case, has no remedy. But a tenant in tail of desent give or grant any of the deeds belonging to the land intailmore than the land itself. Co Lit. 232. Tran. 38 Eliz. B. R. **紫星& 5. 1 H. 7. Dove's case. 1 H 4.31. Firz. Bar. 179.**

the may give or grant apparel; and it is faid if one makes apparel Apparel. franther, and put it upon him to use and wear, this is a gift or grant

the apparel itlelf.

Tene grants to another all the wool of his sheep for seven years; wool

this a good grant. - Perk. 9 90.

Esse being a parson gives to another all the wool he shall have for

the next year; this is a good grant. Fitz. Grant 40.

Fene grants to another his horse or his cow in the disjunctive; this Horse, ever, segood grant notwithstanding this uncertainty, and the donee shall predection, and by that make the grant good. Bro. Done 19.

A man poffessed of land for a term of two thousand years, granted A term. stand to D. without mentioning any term, to the use of another for 1. Sc. The grant and limitation is void for uncertainty, it not fay-

what estate or term was granted to D. 2 Verm. 684.

The plaintiff 's father was indebted to the defendant, and by deed Guardianpassed him the guardianship of his children, with a covenant not to ship. moke the grant: And now the plaintiff an infant brought his bill to moke it; but in regard there was a just debt owing to the defendant mandian from the father, the court declared they would not rein him from receiving the rents and profits of the estate, but only Som abusing the infant's person.—1 Vern. 442.

The statute 12 Car. 2. c. 24. is, that the father may by deed grant

e guardianship of his children from time to time.

For more concerning things granted, vide vol. I. fol. 275.

(L) Of the Estate, Property and Possession of the Grantor.

NY estate that a man has in see-simple, see-tail, for life or years, in any lands, &c. or any rent or profit apprender out of the same, seatable from man to man in infinitum. And he that has any such esthe of lands, may charge it with any rent or profit to be taken out of **x as long** as the estate of the land does last; but an estate at will is not tranable over.

And if an estate be made to a man and his beirs without the word For, yet he may assign it at his pleasure, for assigns is included with

h beirs.

Αn

An interisse termini, i. e. a lease for years to commence in fathere, in grantable before the term begins, whether it be a lease of the land intelliger any rent or other profit out of it. 22 Ed. 4. 37. Perk. § 91.

The interest or estate that a man has by extent is assignable from mam.

to man at pleasure. 4 Co. 64.

The reversion upon an estate-tail is grantable; and yet the tenant in tail in possession, by the suffering of a common recovery, may but him in reversion of any fruit of it. 9 Co. 75. Curson's case. Co. 40. Alternwood's case.

If an estate be made of land upon condition; as if A, makes a feoffment to B, on condition that if A, pays 20l, he shall have the land again: in this case A, and B, together may at any time before the performance of the condition join together and grant this land, or charge it with any rent, \mathcal{G}_{C} , and this will be good; for it is a maxim in law, see simple land may be charged one way or other. And in this case B, may grant over his estate alone, but it will be subject to the condition. And if B, grants a rent out of the land to a stranger, and after the condition is performed, and the feosfor enters; in this case he shall avoid the rent. But in this case A, cannot grant, for he has nothing but a possibility. Co. 147. 10 Co. 48, 49. Lit. chap. Construction.

If one infeoffs divers to the use of his son and heir upon condition, and before the time of performance of the condition the father and some join to grant or charge the land; this is a good grant or charge. Co. 14.

If the tenant in tail, and he that is next in remainder in fee join its the grant of a rent-charge in fee, and after the tenant in tail dies without issue; in this case this is a good grant and charge against him in remainder. And if A. bargains and sells land to B. by indenture, and before involment they join to grant a rent-charge to C. by deed; this is a good charge and grant, whether there be any involment or not. And so if a donor and donee in tail grant a rent charge out of the land, and then the donee dies without issue; in this case the grant is good to bind the donor. Co. Lit. 45. 10 Co. 48, 49.

If land be granted to two men, and to the heirs of their two bodies begotten; in this case although they have several inheritances after their death, yet neither of them can grant away his estate after his life, for

they are divided only in supposition of law. . Co. Lit. 182.

One coparcener of a feigniory may grant his part to a stranger. Park. § 73- (a)

If two jointenants be of a plough land, and one of them grants to a stranger common of pasture for beasts without number to be taken in the

same land; this is void. Perk. § 103.

If two jointenants be of a reversion, and one of them grants the whole; this is void for a moiety. If a man grants or charges that which is none of his, and that wherein he has no property, it being in the grantee or a stranger; the grant is void. And therefore if a man grants a rent-charge out of the manor of Dale, or grants a reversion of land, and in truth the grantor has nothing in the manor of Dale, or in

⁽a) If two executors have a term, and one of them grants to a stranger all which belongs unto him, the entire term passes; for each has an entire authority and interest in the term as executor. Dyer. 23. b. pl. 146.

land; is this gase the grant is void. And although the grantor purchases the manor, or the land, yet this will not make the grant. But if the grant be by fine, or by indenture, there in gasts it shall be good by way of estoppel. And although the parameter that his own, yet this will not mend the case: And there-element recites that he has a rent of 10 st. a-year, and then grants laine, parcel of it; in this case, if he has no such reat, the grant first. § 80, 65. Deer 10, 33.

Abbred, bailiff or parker, cannot give or grant away the goods of the without authority. And yet it feems the sevent of a towerner may give or grant his master's wine or wares. And if a wife par grants the goods of her husband; this is a good grant or gift in husband disagrees to it, and by his agreement it is made good

have has a leafe for years of land, and makes a leafe for life of it, have has a leafe for years of land, and makes a leafe for life of it, has it for longer time than the leafe for years does last; in this makes good for so long as the leafe for years does last, and no has litt if he makes a leafe for life and gives livery of seisin, he

In his estate. Plow. 524, 525.
Inharly a man cannot grant or charge that which is not in his own than, although he has a right to it: And therefore if a man be differed his land, and before he has entered into or recovered the land, on his right to the land, to a stranger, or the rent-charge out of the land to a stranger; in these cases the name not good. And yet such grants by sine may be good by way tage!; and by a release also the right may be extinct. Co. Lit.

Perk. § 65, 86.

exist one that has a reversion upon an estate for life grants a rent issues of this land; the grant is good, and the charge shall fasten upon had after the estate of the tenant for life is ended. And if a man a common, or rent, notwithstanding that a stranger take the rent, to the common at the time of the grant, yet this grant is good, for a scannot be out of possession of these things but at his pleasure.

1 92, 98. Co. Lit. 46.

had if a lease for years be made to me, I may grant away my estate me my entry; and if the lease be to begin at a day to come, I may a over my interest before the day comes; for in this case the interest is me from the time of making the lease. Hil. 18 Jac. B R. per milices.

Ablumy give or fell my goods that I have not in possession; and shore if a man takes my goods out of mine or another man's possession. I may afterwards give or grant these goods to him or another man; this grant or gift is good. Perk. § 92, 93. Fuz. Done 3. Bro. 13. Dyer 30, 90. 4 Co. 62, 63.

A lessor cannot give or grant the trees growing on the ground of his sector life or years without the licence of the lesse, except they be at cat down by the lesse, or some other, for then he may. And if see he lesse for life, and the lessor give the trees growing on the ground, at a treat the lesse for life dies; in this case the donce cannot take them, can be at the time of the gift a property of them was in the lesse. But a treat in see-simple gives or grants the houses standing, or trees some on the ground be has in possessing on the ground at the death of the grantor, and that although the property of them. And yet if the tenant

in tail gives or grants the trees growing upon his intailed land, and the donor dies before the trees be cut; in this case the donee or grantee carnot cut them afterwards. However if such a tenant in tail gives or grants his emblements of corn growing on the ground, the donee may cut and take them after the death of the tenant in tail. And if the tenant in tail gives or grants his trees, and dies before they be cut, and afterwards, before the issue in tail enters into the land, the donee or grantee cuts them and takes them away; in this case the issue in tail cam bring no action of trespass against the donee or grantee for the trees. But perhaps if the trees be not removed off the ground, he may take them. Dyer 305. 20 H 6. 22. Perk. § 59. 11 Co. 50.

If two coparceners be of an advowson, and the one presents, and them he grants the next presentation; this is a good grant, but by this grant passes the next he has to grant, for his companion must have the next : so if one be seised in see of an advowson, and he has a wife, and he grants the third presentation; this is a good grant, but it shall be takenfor the third be may grant, which is the sourch, for the wife is to have

the third for her dower. Dyer 35. 15 H. 7.

(M) The Words of a Grant. (a)

DEDIS concess are the most apt words for all kinds of grants, yet it may be by other words, and the grant as good as by those words.

The best way in grants is to grant by words of present time in the pre-

fent tense, as well as in the preterperfect tense.

But a grant by words of the preterperfect tense only, as by dedi seconcess only without words of the present tense, is good. 35 H. 6.

The words give and grant in a deed of things which lie in grant, amount to a grant, a feofiment, a gift, a release, a confirmation or furrender at the election of the party, and may be pleaded as a grant, as a release, or a confirmation, at his election. Co. Lit. 301. b. 2 Saund. 96, 7.

(N) Of naming and describing the Thing granted; and therein of Election.

BY the grant of an acre of land, or of any other thing by the name whereby it is called, the reversion of that thing, if the grantor

⁽a) The words of a grant are often not material if the intent be clear As f one covenant and grant with another that it shall be lawful for him to take and carry away to his own use, such corn as shall be growing upon certain ground at the end of a term then existing therein; though the words are not by gift of the corn, yet they are equally good to transfer the property, because of the intent and common use, of such words. So a lease without impeachment of waste, for the like reason and not ex vi termini, gives the trees. Hob. 13...

Resonce than a reversion, that will pass. But it is not so e converso.

Q. 122. Perk. § 114. 116. 10 Co. 106, 107. 11 Co. 47.

Adjections have said, if one grants a thing in possession by the name in a profession of the thing, this is good to pass the possession. Quod have Plow. 190. For if one makes a lease for years, and between the land; this grant is void. If one makes a lease for life of the land; this grant is void. If one makes a lease for life of the land; this grant is void. If one makes a lease for life of the land; this grant is void. If one makes a lease for life of the same of the manor; this is a good grant for the reversion of the same of the reversion of the manor. But if one grants must be the name of the reversion of the common, it seems this is the land yet if one has common, and grants it for life, and that estate he grants the common by the name of totam illam common, the same of totam illam common the same of totam illam common, the same of totam illam common the same of totam illam common the same of the sa

by thing may be granted by the name whereby it is and has been by called of latter times within nine or ten years, or thereabouts, by it be an improper name, and not the ancient name of the thing, a same newly gotten. And so a manor may pass by the name of a sage or farm, or a sarm or manor by the name of a messuage, if it is smally called and reputed: so the great houses in London called a and Dorfer houses may be granted by those names. 6 Co. 65.

dif a man grants a pasture-ground by the name of a wood, or a by the name of a pasture-ground, and the things are called by tames; these are good grants of those things. And if one grants became of a great field, that which indeed is but a little close, but it fally called by the name of a great field; this is a good grant of thing. So if one grants by the name of a plough-land that which is but an acre of land, or grants by the name of a manor that it is but a plough-land; these grants are good. And so it seems to be werfo. But if a man grants a house or a messuage; by this grant

or of land will not pass. 14 H. 8. 1. 27. H. 8. 2 (a)

by the grant of services a rent reserved upon an estate tail will pass.

If a man makes a lease of an house to another for years, and the edivides it and makes two houses of it, and after the lessor grants retestion of it by the name of one house; this is a good grant to it. And if one leases three houses to three several men at several is, and they divide them into twenty-nine tenements and housholds demall; and the first selfor grants them by the name of three messes; this is a good grant to pass them all. But if he grants by the of officen messages or tenements only, this is good for no more for three of the subdivided tenements. Per Cur' B. R. M. 7.

If one recites that he has a rent-charge issuing out of Blackacre and

⁽i) A lesse for years will not pass by a grant of omnia terras et tenementa sua in it is besuse lands and tenements import freehold; but contra if one grant omnee for, for theseby a lease for years will pass. Bro. Grant. 155.

Blackacre only; or if he recites that it issues out of one acre when interest it issues out of both; in both these cases the grant is good not-

withstanding these mittakes. Perk. § 72.

If one be patron of the church of St. Peter and Paul in D. and he grants the next prefentation of the church of St. Peter, or of the church of St. Paul; these are void grants to pass the presentation. Bro. Grant 12.

If one grants a rent out of Whiteacre by the name of a rent out of

Mackacre; this grant is void as to charge Whiteaere. Perk. \$ 79.

If one has a manor called Steeple Lawington, and he grants it by the name of West Lawington, alias Steeple Lawington, by the alias, especially if the grant says lying in Lawington, and the manor of Steeple Lawington lies in that parish, and the grantor hath no other land there, it may be good. Per C. J. Hutton and Telverton, M. 3 Car. C. B. in

Edward Crew's case. See 2 Leon. 205.

If one grants all his lands which he has in D, in this manner, all my kinds in D, which I had of the grant of J. So this is a good grant of all his lands in D, although he had them not of the grant of J. So but of the grant of another: but if the words be, all my lands which I had by the grant of J. So in D, in this case the grant is not good to carry any other lands in D, but such as he had of the grant of J. So Agreed Mic. 2 Jac. in Brown's case.

So if one grants in this manner, all my manor of Sale in Dale which I had by descent; and in truth he had it not by descent but by purchase; this is a good grant of the manor. So if one grants all his lands in Dale, and says no more; this is a good grant to pass all his lands there. But if one grants in this manner, all my lands in Dale which I had by descent from my sather; (b) and in truth he had them not by descent but by purchase; this grant is void, and will not pass those lands. Plow. 169, 395. So was the opinion of C. J. Popham, 2 Jac. B. R.

So if I grant in this manner, all my lands that I had by the attainder of J. S. and in truth I had no land by that means: this grant is void.

Dyer 87.

And if I grant after this manner, all my lands in B. in the tenure of D. which I had of the gift of J. S. and in truth it lies in B. and is in the tenure of D. but it was not purchased of J. S. this is a good grant

to pass the land. Adjudged Mic. 2 Jac Brown's case.

If a parish lies in two counties, viz. Berks and Wilts, and one grants in this manner, all his close called Callis in the parish of Hurst in the county of Berks; and in truth the close lies in the county of Wilts; this is a good grant to pass the close. But if one grants in this manner, all his houses in the parish of St. Buttolph's extra Aldgate, late in the senure of R. where in truth he has no houses there, but he has some houses in St. Buttolph's extra Alder squte; this is a void grant. And yet if the grant be in this manner, all that my house in the occupation of J. S. in St. Andrew's parish; whereas in truth it is in the parish of K. but in the occupation of J. S. this grant is good to pass the house. But if it be thus, all that my house in St. Andrew's parish is Holborn, in the occupa-

⁽b) Contra if it were "which he had by descent from his soo" for there the grantee shall have all his lands in Dale; because the further description is impossible. Pland. Comm. 170.

in of J. Land in truth it is in another parish, but in his occupation; in another parish, but in his occupation;

In deed granted his hundred and manor of Odyham in Hampshire, which menor of Working in Surry, and all his manors, lands and pression Odyham and Working aforesaid; whereupon the question was, which was within the hundred Odyham, but not within the manor of Odyham or Working, which was franchise confission of a court called the hundred court, and was franchise confission of a court called the hundred court, and while he therefore we not being named in the grant, does not pass. 2

The grants in this manner, my manor of Dale which appeareth by find to be of the value of 10 l. per ann. and in truth in the office bland at 20 l. per ann. this grant is good notwithstanding this mis

Per Taufield, Hil. 2 Jac. B. R.

The grants in this manner, all my manor of W. late parcel of the most the abbot of S. and late in the possifion of K. and in truth it there in the possifion of K. this grant is good notwithstanding. The grant be thus, omnia illa terras, &c. in tenura J. S. jacen's more prioratui de S. spetian's and in truth the land lies in S. and the will be the sin S. and if the lands in W. but are in the tenure of J. D. and not in the tenure of the grant is void to pass the lands in the occupation of J. S. 1 Jac. B. R. 2 Co. 32, 33. (a)

The purchases lands of J. S. in T. and has no other land there, its grants his land in T. late the land of R. S. or late the land of S. Initiates or omics the christian name; this grant is good notwith-anding this missale. And so also it is where there is a blank left for a dinitian name. And if in this case he grants all his lands in T. and is no more; this is a good grant to pass the land. And if one grants his lands in D. called N. which were the lands of J. S. this is a good set to pass the lands called N. though they were never the lands of the lands of the lands of all his lands in D. which were the lands of the lands of J. S. will pass. In this none but those lands that were the lands of J. S. will pass.

More grants in this manner, all my meadow in D. containing ten acres; this is a good in for the whole twenty acres. So if one grants thus, all those forther acres of land by the fleight, whereof fifteen sie in D. twenty in E. is and in truth all of them sie in F. and none of them in D. or E. this is a good grant to carry the whole forty-seven acres.

% 60,

It principle toon which cases of this nature depend, seems to be this; a hing he care well and fully defined with certainty, although other circumsured he miliaken, is the town in which a house is fituated, or the technic occupation it is, or whose possession it is, yet the grant shall be like it then grant shall be like it the thing, granted he only described by the circumitative attendants it is only to be known by the generality of the description, there, and of the particulars full, the grant will be visid.

If of grants twenty loads of wood, and fays in this grant, for which swenty leads of wood he had fixteen loads by the grant of his father J. S. and in truth J. S. did not grant any wood to him at all, or did not grant unto him fixteen loads only; this is a good grant of the twenty loads of wood notwithstanding this false recival. Bro. Grant 69.

If one grants his manor of D, and does not fay in what town or towns it lies; this is a good grant. But it is best to say in what towns the manor does lie; but if it lies in divers places (as it may) and any of the places into which it goes be omitted, and the rest are set down, no part of the manor lying in the town that is not expressed will pass. Bro.

Grant 53. 7 H. 4 14. (a)

of the manor of A. and B. this is a good grant of the manor. And so also it is if it be two manors; as if a man be seised of the manors of Ryton and Conder in the county of Salop, and he grants in this manner, totum illud manerium de Ryton & Conder cum pertinen. in com. Salopie; this is a good grant of both the manors; otherwise it is in case of the

king Co. 46.

If one has a farm of land, meadow, &c. by lease called Hodger, lying within the parishes of St. Stephen and St. Peter in St. Albans; and he reciting the faid leafe, grants to C. his term and interest in the house, lands, &c. called Hodges in the parish of St. Peter in St. Albans; this grant is good only for fo much as lies in the parish of St. Peter, and not for that which lies in St. Stephen's. But if he grants the farm, and does not fay in what parish it lies; this is a good grant of the whole farm; as in the case before of a manor that lies in divers parishes. And if in the case here the farm lies within the parish of S. Peter only, the grant is good for the whole farm. If one recites; that whereas he hath such lands by forfeiture, or whereas such a one has an estate of his land, or whereas the grantee hath paid him 101 or done him fuch fervice, or the like, and these things are not true, and afterwards he grants the land. by apt words; this missake in these cases will not have the grant. But otherwise it is in case of the king in some of these cases. Per Cur. C. B. int. Plat and Sleep, Paf. 9 Jac Bro. Grant 53.

If one has a manor in which he has parks and fifth ponds, and he grants the manor for life, except the game and fifth, and after grants the reversion of the manor; this is a good grant of the game and fifth also.

11 Co. 50. (b)

If a grant be of centum libratas terre, or 50 libratas terre, or of centum folidat. terre; these are good grants, and hereby passes land of that value, and so of more or less Co. Lit 5.

If a grant be of an acre of land covered with water, it is good. Co.

Lit. 4.

(a) If one grant the scite of a manor, with all his lands to the said manor apputenant, hereby all the demesse lands pass; but if it were with all the land appertaining to the scite, nothing passes but the manor place.

Once fr.

⁽b) a man prescribes to have common appurtenant to the manor of R. for all his beatts levant and couchant upon it; and grants this common to A. And the question was, whether this grant was good or not? And it was adjudged that he could not grant over, for he had it quof feb mode, to wit; for the beaks levant. Us. But common appurtenant for bealts may be granted over, Drury v Kent. 2 Car. 15 pt. 19.

If a grant be of a certain portion of land or tithes, or of the fourth pace land or othes, and there be a sufficient certainty in the descriprefit; this gaint is good. And therefore if the grant be of the fund part of the tithes and of the offerings of the church of St. Peter;

inagood grant. Dyer 84. 34 Ed. 3.

In feiled of an advowson in fee, grants to J. S that as often as thank is void he shall name the clerk to the grantor, and he shall him to the ordinary; this is a good grant of the advowsor.

Grant 101, 121.

Anterfor may be granted by the name of a remainder, or a reby the name of a reversion, and such a grant is good; as if one lands to J. S. the reversion to J. D. this is a good grant of the

ider. Dyer 46. Plow. in Hilt and Grange's case.

I me makes a leafe of land to husband and wife for their lives, and pants the reversion of this by the name of the reversion of the which the wife holds for life; this grant is void. So if one grants In for life, and after grants the reversion of one of them; this is 🛍 Filz. Grant 63.

Afalling or grift mill may be granted by the name of a mill only.

M. pl. 23.

Twe grants in this manner, all that his meffuage, &c. and all the Incertainty. meadows and passures thereunto belonging; this is a good grant, formain enough to pass all the lands, meadows and passures, usually pied therewith. 27 H. 6. 2. Plow. 164. Bro. Lease 55. The lord grants his manor by the name of his manor with a reverof all his tenants, or by the name of the reversion of all his tenants and free which hold for life or years, and does not name them by particular names; these grants are good in these cases, and cer-

enough. Fitz. Grant 68. Perk. § 68.

If one grants land, and says not in what parish, county or village it Place. (yet if there be any other matter to describe it, it seems the grant is and enough, and it may be averred where it lies. But if there be no mountantial matter in the grant to denote and decypher out where it the grant is void for uncertainty. And therefore if one grants his mor of Dale, or his lands in the occupation of J. S. or his lands that Mended to J. S. or his lands that belonged to the priory of S. or the these are good grants, and certain enough. Id tertum est quod ceranda potest. Bro. Grant 53. 9 Co. 47.

If there be a tenant for lue of three houses and four acres of land, whe in reversion grant the reversion of two houses and of two acres This land; this is a good grant, and has sufficient certainty in it.-

If a grant be incertain altogether, and has not sufficient certainty in and cannot be made certain by some matter ex post facto, it is void. had therefore if there be lord and tenant of three acres of land by fealhad 12 d. rent, and the lord grants the fervices of a third acre to u Ranger: this grant is merely void. Perk. § 67.

built hulband and wife hold an acre of land jointly of 7. S. for their In, and J. S. grants the reversion of an acre of land which the huland alone holds for life; this grant is void. So if there be lord and t jointenants, and the lord grants the services of one of them to a

of one has twenty tended that pay him 12 d. a piece rent, and he Vot. V. You, V.

Election

grants 5 s. yearly out of these rents, and does not say of what tenant;

this grant is void for incertainty. 9 H. 6. 12.

So if conulance of pleas be granted, and it is not faid before whom; this is utterly void. So if one has two tenements, and grants the reversion of one of them, and does not say which; this is void for incestainty. 44 Ed. 3. 17. Bro. Grant 52.

So if one grants eftovers to another, and fays not what nor how; this So if one grants me so many of his trees, or of his borfes, as may be reasonably spared; this grant is void. And yet if one grants me so many of his trees as J. S. shall think sit; it seems this grant is

good. Dyer 91.

And if one grants me one hundred loads of wood to be taken by the assignment of the grantor, or to be taken by the assignment of J. S. these are good grants. So if one grants me three acres of wood towards the North fide of the wood; this is a good grant, and certain enough. 5 Co. 24.

If one grants to one of the children of J. S. and J. S. has more than one, and he does not describe which he intends; this grant is void

for incertainty. Bro. Done 311.

If one grants to me a rent or a robe, twenty shillings or forty shillings, or common of passure or rent, in the disjunctive, which is at first very uncertain; yet this grant may become good; for if I make my election, or be paid the rent, or perform the grant in either part; the grant is now become good. 9 Ed. 4. 36. Perk. § 74.

So if one be feifed of two acres of land, and he leafes them for life, the remainder of one of them, and does not say of which, to J. S. in this case if 7. S. makes his election which acre he will have, the grant of the remainder to him will be good. So it is when a man has fix horses in his stable, and he grants to me one of his horses, but does not fay which of them; in this case I may chuse which I will have; and in these cases when I have made my election, and not before, the grant is good. And if in these cases the grantee does not make his election during his life, the grant will never be good. Perk. § 76.

If one be feifed of land, and leafes it for years, rendering 10 s. rent, and after he grants a rent of 10 s. out of this land to a stranger; in this case although there be some incertainty in the grant, yet this is a good grant of a rent of 10s. but it shall be taken as a grant of a new, and not of the old rent, and therefore shall not take effect until the particu-

lar estate be ended. Bro. Grant 77.

(O) Of the Commencement and Limitation of the Estate granted.

N some cases, although there be in a grant a good grantor and a good grantec, and a thing granted, and all these are duly and certainly described, yet the grant may be void for some fault in some other thing touching the grant; as, -

First, In the Commencement of the Estate granted.

For if a man be possessed of a term of years, although it be an hundred years or upwards, and grants to another all the reliable of his term

i pars that shall be to come at the time of his death; this grant is will be increasinty, (a) And yet if a man possessed of such a term in his grant the land to another, to have and to hold to him after the dath the grantor fifty years, or for two hundred years; these are pulgants; and in the first case the grantor shall have fifty years, if the some part of the term of one hundred years at the death distribution; and in the last case the grantee shall have the land for this one hundred years, or so many of them as are to come at the stability or santor. Rea Grant 1.4. Co. Lee. Plant we have

the the grantor. Bro, Grant 154. Co. 155. Plow. 520.

Throwe grants any thing that lies in livery or in grant, and that is in effective of the grant in fee-fimple, fee-tail or for lite, and the estate integral at a day to come; this for the most part is void. However comes the livery of seisin will help it. But a lease for years to

infature is good enough. Dyer 58. 5 Co. 1.

if a lease be made to one for year, or for years determinable upless; and after a lease is made to another of the same thing, to have the bold from the end of the former lease; this is a good lease, and measurement certain enough. So if a lease be made of land to one and after the reversion thereof is granted to another for life, mortem wel also mode vacare contigerit; this is good. Pass. 7

In a leafe be made to one for twenty years, if he lives fo long, there a leafe is made to another, babendum after the end of the term and to the leffee for twenty years, to be accounted from the date of the dath and e; this is a good grant for twenty years after the first tended, and the words, to be accounted, &c. shall be rejected.

* C. D. Craddock's case.

and if one grants a rent to me, babendum from the time of my full age by life, and I am at full age at the time of the grant; this grant is

ed for my life.

Fareme fole has a lease for years, and takes a husband, and then he merition grants the land to another, bubendum after the term granted whe husband, &c. where in truth it was never granted to the husband year of law, wiz. the marriage; yet this is a good lease. Plow.

Smally, In the Limitation of the Estate, or in the Habendum of the

If a grant be to two & beredibus, without fuis; this is void for inmany; and yet a grant to one & beredibus, is good. 22 H. 6. 15.

And if a man grants two acres, to have and to hold, the one in feethe, the other in fee-tail, or the one in fee-fimple, and the other for the, and does not fet down which in fee-fimple, E.c. in certain; yet the grantis good, and the grantee has the election. And yet if one

I. Pol. centra & Roll. Llr. 843. pl. 1.

grants two acres to two men, babendum the one to the one and the other to the other, and fays not which either of them shall have; this is void for incertainty. Perk. § 75, 77. Plow. 152.

And if one has a reversion of land after a lease for years, and grants the land, babendum the reversion, or grants the reversion, babendum the land; this is good. 10 Co. 107. Plow. 147.

(P) What may or may not be granted by the same Deed.

F one grants his reversion of land to one, and by the same deed grants a rent out of the same land to another, and delivers the deed to both, of them at one time; this is good, and shall enure first as a grant of the rent to one, and then as a grant of the reversion to the other. Plows. 540.

If one conveys land to another and the grantee by the same deed doth grant a rent or common to the grantor out of the same land conveyed; this is as good as if it were by another deed. Dyer 6.

(Q) Of several Grants of the same Thing.

IF a man has granted a thing once, he cannot afterwards grant it again; and therefore if a man gives or grants me a horse, first by word of mouth, and after grants him to me by deed; this fecond grant is void; and therefore if there be any fault in this grant in writing, it is not material. And if a man grants to me common of pasture without number in his ground, and after makes the like grant to another; this fecond grant is void as to me, although it be good against the grantor. And if one grants the next presentation (a) a church after the death of the present incumbent, and after grants the same to another; or makes a leafe of land to one for ten years, and after makes a leafe of the fame land to another for the same ten years; or gives a horse to one, and after gives the same horse to another; in all these cases the second grant as void. But if the first grant or gift be only of part of the thing granted afterwards, or a part of the time only, the fecond grant will be good for the overplus. And therefore if one be feifed of a manor, and demises ten acres of the demesne for ten years, and after demises the

⁽a) But if a man seised of an advowson in sec, take a wise, now by act in law the wise is intitled to a third presentation, if the husband dies before her; and yet, if the husband grants the third presentation to another, and dies, the heir shall present twice, the wise shall have the third presentation, and the grantee the fourth tor in this case, it shall be taken the third presentation which he might lawfully grant; and so note a diversity between a title by act of law, and by act of the party, for the act of law will work no prejudice to the grantee; but in case of the act of the party, the grantee shall not have the second avoidance by construction to have the sext avoidance which the grantor might lawfully grant; for the grant of the next avoidance does not import the second presentation. Presentments all Exlife. Br. 52. Dyer 182, 283. Co. Lit. 178. b. Cro. Eliz. 790, 791. Dyer 183.

while maner to another for twenty years; this is a good grant for the supplies of the manor besides the ten acres presently, and for the whole must for the last ten years. So if the second grant be to begin after the list determined, it is good. And if the second be such as may besided and not impeach the former, both shall stand good. And therefore that has an advows for grants the next presentation to one, and the grants the next presentation to another, and does not say after which of the incumbent; in this case the second grant is good, and the specific the second avoidance after the death of the price thereby shall have the second avoidance after the death of the price thereby shall have the second avoidance after the death of the price thereby shall have the second avoidance after the death of the price thereby shall have the second avoidance after the death of the price thereby shall have the second avoidance after the death of the price thereby shall have the second avoidance after the death of the price incumbent. Dyer 35, 350. Perk. § 102. List. § 298.

(R) Of Omissions of Ceremonies, &c. required in Grants.

Mone cases, although there be no fault in the grant, yet it may become a wid for want of some other matter that ought to be done, as involute, knery of seifin, attornment, &c. for where any of these things is a waite, the grant is not good until it be had, neither for that thing with will not pass without that ceremony, nor yet for that which otherwould pass by the deed. And therefore if a seofsment be made of a manor to which an advowson is appendant, and no livery is made, so the manor does not pass, the advowson will not pass neither. 21

What shall be said a good Grant in the Nature of a Release or Discharge, or not.

F one makes a feoffment with warranty, and after the feoffee grants I to the feoffor, that neither he nor his heirs shall vouch the warrantor heirs upon the warranty; this is a good discharge of the benefit mucher, and bars the feoffee of it; and yet he may bring a evarrantia So if one grants to me a rent charge, and afterwards I Facto him that he shall not be sued for the rent; this is a good grant where of bringing an annuity for the rent; and yet I may diffrain for ment still: And so e converso, if I grant to the grantor, he shall not tolkained for the rent; by this I am barred of a distress, but not of imping an annuity for the rent. So if the lord grants to his tenant holdby knight's service, that his heirs shall not be in ward, &c. or a man pass to his debtor that he will not fue him for the debt at all, or until hatume; or one grants to his leffee for life or years, that he shall not impeached for waste; all these are good discharges, and may be pleadthe by way of bar to avoid circuity of action. 7 H. 6. 14 13. Pak. § 69. Bro. Grant 175. Kelw. 88.

(T) Of woid Grants,

N some cases a grant or gift may be void, at least to some persons and purposes, when there are none of the defects aforesaid in it: as when

when it is made upon a corrupt contract, or to the end to defraud creditors of their debts, or purchasers of their lands bought, or the like.

(U) How Grants shall be construed.

VERY grant and covenant shall be taken most strongly against him who makes it, because he is presumed to receive a valuable consideration for what he parts with. 2 Roll. Abr. 56.

And if it cannot take effect as to the parties, it shall take effect as it may, rather than the deed or grant shall be void. T. Raym. 142. Or

by another way than what the parties designed. Lucas 35.

And if the words have a double fignification, this shall extend to the disadvantage of him who speaks them, and shall be construed most to the advantage of the other. T. Raym. 142.

Grants must be construed in this manner: First, They must be beneficial to the taker.

Secondly, They are never void where the words may be applied to some intent.

Thirdly, The words must be construed according to the intent of the

parties, and not otherwise. Plow. 160. b.

The law will never make any construction against the purport of a grant to the prejudice of any, or against the meaning of the parties. Co. Lit 313. a.

Where the grant is impossible to have effect according to the letter, there the law makes such a construction as the grant by possibility may take effect. Go. Lit. 183. b.

PRECEDENTS OF

Brants.

A Grant of Reversion.

HIS Indenture, made, &c Between J. F. &c. of the one part, and R. C. of, &c. of the other part, Witnesseth, that the said J. F. for and in consideration of the sum of, &c. Hath granted, bargained and sold, and by these presents Doth sully, clearly and absolutely grant, bargain and sell unto the said R. C. his heirs and assigns for ever, All that his right, title, use, interest, reversion, and remainder, of and in all and singular, &c. now or late in the tenure or occupation of, &c. which said messuage and other the premisses with the appurtenances J. F. hath, should or ought to have, by and after the decease of A. B. bother of the said J. F. which said messuages, &c. R. B. sather

If the fait A. B. deceased, by his last will and testament, devised, when and bequeathed unto the faid A. B. for and during the natural Lef the faid A. B. and the immediate reversion or remainder thereof, while J. F. and his heirs for ever, together with all deeds, evidences, descripts, writings and muniments, which he the faid 7 F. amother to his use, or by his consent or delivery, have or hath, meing or concerning the faid meffuage, &c. or any part thereof: All mingular which faid deeds, evidences, charters, &c. the faid J. F. balcady delivered upto the faid R. C. at and before the enfealing and Hery of these presents; To have and to hold the said reversion and reminder, and all estate, right, title, interest, Cc. of the said J. F. of, and to the faid meffuage, &c. before by these presents granted, barmedand fold, or meant, mentioned or intended to be hereby granted, smed and fold, and every part thereof, immediately from and after Edeccase of the faid A. B. unto the said R. C. his heirs and assigns reer; And the faid J. F. for himself, &c. doth covenant, &c. that thid J. F. at the day of the date of these presents, is lawfully seised f and in the reversion and remainder of the said messuage, &c immemely from and after the decease of the said A.B. of a true and perfect the of inheritance in the law in fee to his own use, without any manref condition, mortgage or redemption: And further, that the said person or remainder of the said messuage, &c. from, by and after the scrafe of the said A. B. and at the day of the date hereof, are and be, he at all times from henceforth shall be and continue, frez, clear and barly acquitted, exonerated and discharged and saved harmless by the 1 7. F. his heirs, executors and administrators, of and from all and buy former and other bargains, fales, gifts, grants, leafes, statutes exchant and of the staple, recognizances, jointures, dowers, wills d of reats, and of and from all and all manner of incumbrance or amend whatfoever, had, made, committed or done by him the faid F. or any other person or persons, by his authority and procurement. In Witness whereof, Gc.

A fbort Grant of an Annuity by Deed Poll.

NO all Christian people to whom these presents shall come, A. B. of G. in the county of S Esq. sendeth greeting. Know ye, that the said A. B. for divers good causes and considerations him heremo moving, Hath given, granted and confirmed, and by these presents Dub give, grant and confirm unto E. T and G of, &c. one annuity or pioual rent of five pounds of lawful money of Great Britain, to be well indually paid unto the faid B. T. and his affigns, from and immediatey ther the decease of the said A. B. out of all and singular that and those membrages, lands and tenements, with their and every of their seveand respective appurtenances, situate, lying and being in P. late in policition of L. M. called or known by the name of H. tenement; To been and to hold, receive, perceive and take the faid annuity or annual Habentum for per of 5 L by the year to him the faid E. T. and his affigns, from and immediately after the death of the faid A. B for and during the term of In reas, if the faid E. T. shall so long live, the same to be had, taken, long lives. received

Confidera-

60 years, if

Clause of distress. received and paid by and to to him the said E. T. and his assigns, at t seast days of St. Martin, and Pentecost, by even and equal portions the first payment thereof to begin and take commencement at such of t said seasts as shall first and next happen after the decease of the said A. Es. with a clause of distress, Sc. as in the next grant,

A Grant of an Annuity, to commence after Death of Grantor, by Indeture, with Power of Revocation.

Confidera-

Grant.

Habendum. After life of grantor for grantee's life.

Clause of distress.

Power of re-

HIS Indenture, made, Gc. Between R. M. of S. Gc. of el one part, and M. N. one of the younger fons of the faid R. A &c. of the other part, Witneffeth, That the faid R. M. as well ? force, virtue and power, and according to the tenor and liberty of or proviso or clause in that behalf mentioned or specified, in one pair s indentures, bearing date, &c. made between the faid R. M. of the on part, and T. R. of, &c. of the other part, as otherwise, Hath gives granted and confirmed, and by these presents Doth by the liberty an power aforesaid, give, grant and confirm unto the said N. M. and hi assigns, one annual or yearly rent of 10 /. of good and lawful money of Great Britain, to be iffuing out of all and fingular the manors, lands tenements and hereditaments of the faid R. M. fituate, lying and being in D. or elsewhere in the county of C. To bave and to bold the said an nual or yearly rent of 10 l. unto the faid N. M. and his affigns, from and immediately after the decease of the said R. M. for and during the natural life of the said N. M. the same to be paid at the two several feat days of the Annunciation of the Bieffed Virgin Mary, and St. Michae the Archangel, by even and equal portions; the first thereof to begin at such of the said featts as shall first happen next after the decease of the faid R. M. And if it shall happen the faid annuity or annual rem of 10 l. or any part thereof shall be behind or unpaid in part, or in all, at any of the faid fealt days in which it ought to be paid as aforefaid, being lawfully demanded, that then, and to often it shall and may be law, ful to and for the faid N. M. and his affigns, into any the manors, lands, tenements and hereditaments of the faid R. M. or into any part or parcel thereof, to enter and diffrain for the faid annuity or annual rent of 10 % or such part thereof as shall so happen to be behind in arrear, or unpaid, and the distress or distresses there found, to take, drive, lead or carry away, and to detain, hold and keep, until the faid N. M. of the faid annuity or rent, of 10% with the arrearages thereof, if any fuch be, shall be fully fatisfied and paid. Provided nevertheless and upon condition, that if the faid R. M. shall, at any time during his natural life, pay or tender unto the faid N. M. or to any other person or perfons, the fum of twelve pence or more, of lawful money of Great Britain, with intent and of purpose to revoke, make frustrate or make void the faid annual rent, or the grant thereof, that then and from thenceforth this present deed, and all and every the gift, grant and limitation of the rent aforefaid, and the faid annual or yearly rent, so by these prefents given, granted or mentioned to be granted, shall cease and be yoid, frustrate and of no farther force or effect in the law; any thing in

the present contained to the contrary in any wife not with standing. In Finefe, &c,

A Grant of an Annuity or Rent for Years.

THIS Indenture, made &c. Between J. F. &c. of, &c. of the see part, and R. C. of, &c. of the other part, Witnesseth, that fill J. F. for and in confideration of the fum of 100 1. of lawful up of Great Britain, to him paid by the faid R. C. before the enand delivery thereof, the receipt whereof he doth hereby acknows, and thereof doth by these presents for ever acquit and discharge R.C his executors, administrators and assigns, Hath given, miland confirmed, and by these presents Doth give, grant and con-I for him and his heirs, unto the faid R. C. his executors, admini- Grant. ss and affigns, one annuity or yearly rent charge of 40 l. of lawmey of Great Britain, to be iffuing and going out of all those lands. with their and every of their appurtenances in B. in the county of To have and to hold, perceive, receive and take the faid annuity or Habendum for rent charge of, Ge. unto the faid R. C. his executors, admini. years, if mand aligns, from the day of the date of these presents, for and grantee lives. the full term of twenty years now next enluing, and fully to be cat and ended, if the faid R. C. shall so long live, to be paid at To forfeit most usual feasts or terms in the year; that is to say, at the feast of, 40 s. for every by esenand equal portions. And the faid J. F. for himself, his heirs, failure in tators, administrators and assigns, and for every of them, doth cove- payment. romife and grant, to and with the faid R. C. his executors, adminian and affigns, that if the said yearly rent of, &c. shall happen to be and unpaid in part or in all, for the space of ten days after any of days before limited for the payment thereof, being lawfully demandhat then he the faid J. F. his, Ge. shall forfeit and pay unto the R. C. his executors, administrators or affigns, the sum of 40 s. for by failure of payments of the faid annuity or rent-charge on the faid before appointed for the payment of the same; And also, that it and may be lawful to and for the faid R. G. his executors, adminilanns and afligns, from time to time, from and after the faid feast days mined for payment of the faid annuity or rest-charge, if the fame be maken paid, to enter into and upon the, &c. and distrain, as well for the faid yearly rents as for the faid fum or sums of money which shall To to be forfeited in manner and form aforesaid. And the said J. F. himself, his, &c. doth covenant, promise and agree, to and with aid R. C. his executors, administrators and affigns, that he the faid Huthe time of the ensealing and delivery of these presents, is solen instally and absolutely seised in his demesne as of see to his own The the and behoof, without any manner of confideration, limitation an after uses to alter, change or determine the same, of and in the M, Sc. and all other the premisses above-named, with their appurtemacu, and of every part and parcel thereof; And that he now hath and hath power and lawful authority to charge all the faid premiffes with the power to Thereasers, and every part thereof, with the faid annuity or yearly grant. ma, Se, in manner and form aforesaid; And also that the said, Se.

Confidera-

Clause of diftress for the annuity and forfeiture.

Grantor lawfully feifed;

That the premiffes shall semain Bable to diffress. For further afforance for four years.

and all other the premisses now are, and at all times during the faid twenty years shall remain, continue and be liable (if the said R. C. shall fo long live) to the diffress and diffresses of the faid R. C. his executors. administrators or assigns, as the case shall require, for and concerning the faid yearly rent or penalties in these presents before-mentioned. And the said J. F. his executors or assigns, shall and will from time to time, and at all times during the space of four years next ensuing the date hereof, at the reasonable request, and at the costs and charges in the law, of the faid R. C. his executors, administrators or assigns, make, acknowledge and do, or cause to be made, acknowledged and done, all and every fuch further reasonable and lawful acts, thing and things, devise and devises in the law whatsoever, for the farther, more perfect aind better affurance and conveyance of the faid annuity or yearly rent-charge of, &c. to the faid R. C. his executors, administrators or assigns, for and during the faid term of twenty years, if the faid R. C. shall so long live, according to the true intent and meaning of these presents, as by the faid R. C. his executors or affigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required. Witness whereof the said J. F. hath given and delivered unto the said R. C. 5s. of lawful money of Great Britain, in the name of feilin of the aforesaid annuity or yearly rent-charge of, &c. before mentioned; And also the said J. F. and R. C. have hereto interchangeably set their hands and feals, the day and year first above written.

A Grant of the Moiety of an Annuity during Life.

Confidera-

Grant.

Hubenson for For years.

HIS Indenture, made, &c. J. F. of, &c. and F. J. of, &c. of the one part, and R. C. of, &c. of the other part, Witnesset, that the said J. F. and F. J. for and in consideration of the sum of scol. of lawful money of Great Britain, to them in hand paid by the faid R. C. at or before the enfealing and delivery of these presents, the receipt whereof, they the said J. F. do hereby acknowledge, and thereof, and of every part thereof, do, and each of them doth release, acquit and for ever discharge the said R. C. his heirs, executors and administrators, and every of them by these presents, Have, and each of them hath granted, bargained, fold and confirmed, and by these prefents Do, and each of them doth, fully and absolutely grant, bargain, fell and confirm unto the said R. C. one annuity or annual rent of 100 1. by the year, being the moiety or half part of one entire annuity or annual rent of 200% by the year, ariling, due and payable unto the faid J. F. and F. J. out of the manor of A. or out of any part or parcel thereof; To have and to bold the said annuity or annual rent of 100%. herein before mentioned to be bargained and fold, unto the faid R. C. and his affigns, from the, &c. last past before the date of these presents; for and during the term of fourfeore years, if he the faid R. C. shall happen so long to live, in as large, ample and beneficial manner to all intents and purposes, as they the said J. F. and F. J. or either of them now hath, ever had, or could, or might, or can, or may in any wife grant, bargain or fell the fame, to the only use and behoof of the faid R. C. and his affigns. And the faid J. F. and F. J. the faid annual rent

put of 1001 berein before mentioned to be bargained and fold, against Covenant of desclores and all other persons lawfully claiming or to claim the same, Warranty. gampany thereof, hy, from or under them, or either of them, unto kell R. C. and his affigns, shall and will warrant and defend by these ins. And the said J. F. and F. J. do for themselves, and each of Hath power, much for himfolf, their and his heirs, executors and administrators, to grant. bery of them, covenant, promise and grant to and with the said Lis executors, administrators and assigns, and every of them, by trelents in manner following, (that is to fay) that they the faid ${\mathcal T}.$ ${\mathcal F}.$ 11. 7. or one of them, for and notwithstanding any act or thing by meetofore done or fuffered to the contrary, have or hath in thems, or one of them, at the time of their sealing of these presents, light and lawful authority, to grant, bargain and fell unto the faid Land his assigns, the said annual rent of 100 l. by the year, in such me and form as is herein before mentioned. And further, that the For quiet en-R. C. and his assigns, shall and lawfully may, during the said term joyment, the if the faid R. C. shall so long live, peaceably and quietly have, spoy and receive, retain and keep the faid annual rent or fum of by the year before granted, without the lawful let, suit, trouble, or disturbance of or by the said J. F. and F. J. or either of them, or by any other person or persons lawfully claiming, by, from or them, or either of them, their or either of their estate, right or And further, that the faid bargained premisses were, are and be, Premisses hall remain and continue to the faid R. C. and his assigns, dur- shall continue the faid term of 80 years, if the faid R. C shall so long live, free free from indear, and freely and clearly acquitted and discharged, or else by cumbrances, had J. F. and F. J. or one of them, their or one of their heirs, actions or administrators, sufficiently saved harmless and indemnified and from all former and other gifts, grants, bargains, sales, leases, mres, dowers, statutes, judgments, recognizances, titles, troubles incombrances whatfoever, at any time heretofore had, made, comor suffered, by them the said J. F. and F. J. or either of them. the said J. F. and F. J. do for themselves, their heirs, executors administrators, and every of them, covenant and promise to and For further with the faid R. C. his executors, administrators and affigns, and eve- affurance du-Most them by these presents, that the said J. F. and F. J. and all and ring 5 yearse buy other person and persons now having or lawfully claiming, or mich shall or may hereaster have or claim any lawful estate, right or in or unto the said bargained premisses, or any part thereof, by, from or under them the faid J. F. and F. J. shall and will, at any time ming the space of five years next after the date of these presents, if the R. C. shall so long live, at and upon the reasonable request, and at proper colls and charges in the law, of the faid R. C. and his assigns, to the said R. C. and his assigns, all mercy such further and other lawful and reasonable act and acts, deconveyance and affurance in the law whatfoever, for the better holding and enjoying of the said 100 %. herein before granted, Moording to the true meaning of these presents, as by the said R. C. and he aligns, or any of them, or his or their counsel learned in the law, hall be deviled, advised or required; so that such person or persons, the are to make such further assurance as aforesaid, be not therefore compelled to travel farther than to the cities of London or Westminster, which faid other affurances, so to be had and made as aforefaid, shall

be and enure, and shall be judged and taken to be and enure, and by the parties is hereby so declared, to the only use and behoof of the said R. C. and of his assigns, and to no other use or purpose whatsoever.—
In Witness, &c.

A Grant of Rent-Charge.

HIS Indenture, made, &c. Between J. F. of, &c. of the one

Confideration.

part, and R. C. of, &c. of the other part, Witneffeth, that the said J. F. for and in consideration of the sum of, &c. to him in hand paid before the enfealing and delivery hereof, by the faid R. C. the reecipt whereof he the faid J. F. doth acknowledge, and thereof, and of every part thereof, doth acquit and for ever discharge the said R. C. Hath given, granted and confirmed, and by these presents Doth give, grant and confirm unto the faid R. C. one annuity or yearly rent-charge, of, &c. to be had, taken and received, out of all and fingular the meffuages, &c. of the faid J.F. within the kingdom of England, to be paid at the four most usual feasts or terms in the year, (that is to say), &c. the first payment thereof to be made and to begin on, &c. To have, hold, receive, take and enjoy the faid annuity or yearly rent-charge of, Gr. unto the faid R. C. his, Gr. from the day of these presents, until the full end and term of, &c. And if the faid annuity or yearly rentcharge of, &c. shall happen to be behind and unpaid in part or in all after any of the faid fealt days above limited for the payment of the fame. the said J. F. for himself, &c. doth covenant, &c. that then it shall and may be lawful to and for the faid R. C. his, &c. into all and fingular the said messuages, &c. or into any part thereof to enter and diftrain both for the annuity aforefaid, and the arrearages thereof, (if any be) and the diffress and diffresses then and there found and taken to keep and detain, until the faid annuity, and all arrearages thereof, shall be fully fatisfied, contented and 'paid unto the said R. C. his, &c. And the faid J. F. his, &c. shall and will from time to time, and at all

Crant.

Habendum.

Clause of Dis-

Of an Annuity for Life out of a Real Eflute and Demife of the faid Premisses for a Term of Years, as a Collateral Security.

times during the said term of, &c. well and truly pay or cause to be paid to the said R. C. his, &c. or some of them, the said annuity or yearly rent of, &c in manner and form aforesaid, according to the true

intent and meaning of these presents. In Witness, &c.

P. Ities.

HIS Indenture Tripartite, made, &c. Between Z. B. of, &c. and T. M. of, &c. gent. of the first part, A. M. of, &c. gent. of the fecond part, and J. E. of, &c. hop-factor (a trustee nominated by, for and on the behalf of the said A. M.) of the third part, Witneffeth, that for and in consideration of the sum of 3001 of, &c. to the said T. M. in hand well and truly paid by the said A. M. at, &c. the receipt, &c. and to the intent to secure payment of one annuity or yearly

Confideration.

rent-

charge of 301, to the faid A. M. and his affigns, during his life, in moneras herein after is for that purpose mentioned, and for divers good causes, Ge. He the said Z. B. hath given, granted and med, and by these presents he the said Z. B. for himself and his Dubfreely, clearly, and absolutely give, &c. unto the said A. ad his alligns, during his natural life, one annuity, annual fum or ment-charge of 30 l. per ann. of lawful money of Great Britain, rearly issuing, payable and going out of all that, &c. To have, Premisses, peccive, levy, and yearly to take, receive and enjoy the faid an Habendum reverly rent charge of 301 unto and to the use of the said A. this alligns, for and during the term of his natural life, without bouction or abatement what loever, for or in respect of any taxes, tests or payments imposed, or to be imposed by any act of parliamade or to be made, or by another power or authority whatforever, perby reason of any other matter, cause or thing whatsoever; the who be paid and payable at or in the Inner-Temple-Hall, London, merly payments, at or on the four most usual feast days or times ment in the year; (that is to fay) at, &c. by four even and equal s; the first of which quarterly payments to begin and be made -- now next enfuing the date of these presents: And the said Chause of disand his affigure, doth grant and agree to and with the faid A. M. trefs. affigns, by these presents, in manner as follows; (that is that whenever and as often as the faid annuity or yearly rentref 30%, or any part thereof, shall be behind, unpaid, or in arwhefpace of 20 days next over or after any of the faid feafts or whereon the fame ought to be paid as aforefaid, (although no dethereof made) that then it shall and may be lawful to and for the d. M. and his affigns, into and upon all and fingular the before med mediuages, &c. or any part thereof, to enter and diffrain, be diffress and diffresses then and there found, to lead, drive, carry and impound, and the fame in pound to detain and keep, or otherw dispose of the same as the law shall allow, until the said annuity poly rent-charge of 30% and all arrears thereof, and all colls and ges to be fustiained by reason of non-payment thereof, according to we intent and meaning of these presents, shall be fully paid and Re-entry. ed; And also, that in case the said annuity or yearly rent-charge ol or any part thereof, shall at any time be behind or unpaid by acc of 30 days next over or after any of the faid feaths or days of cedent. not whereon the same ought to be paid as aforesaid, (although no and made thereof as aforefaid) that then and in fuch cale, it shall may be lawful to and for the faid A. M. or his assigns, into and the before mentioned melfuages, lands, tenements, hereditaments premises, or any part or parte thereof, to enter and to have, hold, handenjoy the same, and to take and receive the rents, issues profits thereof, to his and their own use and benefit, until there by enswith, or otherwise, he and they shall be fully paid and fatisfied be arrears of the faid annuity, or yearly tent-charge of 30 l. which facur or might have incurred, and all costs, expences, losses and ages, which he or they shall be put unto or fulfain, by reason of payment thereof, at the times herein before mentioned for pay- Post stion and not the fame. And the faid Z. B. doth hereby put the laid A. W. feifin of an anhis aligns, during his life, in full possession and feitin of the faid an nuity. If we really rent-charge of 301, per ann. by the delivery of one and filter of 6d, to him the faid A. M. in the name of fellin of find annuity or yearly rent-charge: And this Indenture turtier with ed for better tends annuity or yearly rent-charge: the that for the confiderations afforefaild, and to the intent for the curity.

See this in a different manner

Consideration.

Demise.

better and more effectually securing payment of the said annuity or yearly rent-charge of 30 l. unto the faid A. M. and his assigns, during

Parcels.

Habendum

Reidendum.

Proviso to be. weid fo long as rent-chatge is paid.

Covenants to

To keep the premisses infured from fire.

his life, in manner as aforefaid, and also for and in confideration of the fum of s. of, &c. to the faid Z. B. and T. M. in hand by the faid 7. E. at, &c. the receipt, &c. he the said Z. B. and, at his request, the faid T. M. Have, and each of them Hath demised, set, and to farm letten, and by these presents (at the nomination and appointment of the faid A. M. testified by his being a party to and executing hereof) Do and each of them Doth demile, fet, and to farm let upto the faid 7. E. All and singular the herein before mentioned messuages, &c. hereby charged with the said annual sum of 20 l. with their and every of their appurtenances, and the revertion, &c. of the faid premisses; To bave and to hold the faid meffuages, &c. and all and fingular the faid hereby demiled premises, with their and every of their appurtenances, unto the faid 7. E. his, &c. from the day next after the day of the date hereof. for and during, and unto the full end and term of 99 years from thence next ensuing, and fully to be compleat and ended, if he the said A. M. shall so long live; Yielding and paying therefore yearly, during the faid term, the rent of one pepper corn only, (if the same shall be lawfully demanded): Provided always, and upon this condition nevertheless. that if the faid Z. B. his heirs or assigns, shall and do well and truly pay or cause to be paid unto the said A. M. and his assigns, during his life, the faid annuity, yearly rent charge or annual fum of 30 1. perann. at the feveral feasts or days of payment herein before appointed for payment thereof, and that without any fuch deduction or abatement as aforcfaid, according to the true intent and meaning of these presents: that then the demile and grant hereby made unto the said J. E. she cease, and be utterly void and of no effect; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said Z. Pay the annuity. B. for himself, his heirs, executors, administrators and affigns, and for every of them, doth covenant, promise, grant and agree to and with the faid A. M. his executors, administrators and assigns, by these presents, in manner as follows; (that is to fay) that he the faid Z. B. his heirs. executors, administrators or assigns, shall and will from time to time. and at all times, during the natural life of the faid A. M. or his allignes. pay the said annuity or yearly rent-charge of 30 l. of such lawful monies as aforefaid, on every feath or quarter-day, and at the place herein before mentioned for payment thereof, or within 20 days next after every fuch feast-day, and that without any such deduction as aforesaid according to the true intent and meaning of these presents; And also that he the said Z. B. his heirs, executors, administrators or assigns, at his and their own proper costs and charges, shall and will from time to time. and at all times, during the life of the faid A. M insure and keep infured the faid messuage or tenement and premisses, situate in, &c. as to and from all fire and damage happening thereby, either in the Handand-Hand infuring office, as to loss by fire, or else in some other good and public office, proper for that purpole, and in case the same messuage or tenement shall happen to be burnt down or blown up, during the life of the faid A. M. that then and in such case, he the said Z. B. his heirs and affigns, shall and will then forthwith lay out all fuch monies so infured or to be infured on the same premisses as aforesaid, together with other monies in the new building of as good and substantial a messuage or tenement, and of the fame dimensions as is now built and standing thereon;

been: Ad further, that for and notwithstanding any act, deed, Lawfully liked was or thing whatfoever, had, made, done, committed, or wittingly of the paramities. in the faid Z. B. or by his Infahr the faid R. B. or by his brother S. B. deceased, any or either dam, or of or by any person or persons whomsoever, lawfully by, from or under, or in trust for him, them, or any of them, he fail Z. B. now is, and standeth lawfully and absolutely seised, by just title of the before mentioned hereditaments and premises, der appartenances, of a good, fure, perfect, lawful and indefeadue of inheritance in fee simple, without any manner of condipower of revocation, limitation of use or uses, or any other matwhing whatfoever, to alter change, charge, defeat or incumber the t; And also that he the said Z. B. (not with standing any such act, Good right to we thing, done, or willingly suffered as aforesaid) now hath in charge them, good right, true ritle, full power, and lawful and absolute au-min grant unto the said A. M. and his assigns, the said annuity or shall shand charged and sent-charge of 30 l. payable in manner as aforefaid; and that enjoyed on mefluages, lands, tenements, hereditaments and premisses, failure of payfrom thenceforth continue, and be liable to, and charged and ment. mable with the payment of the same annuity or yearly tent charge, per as aforefaid; and that the same from henceforth shall be retaken and enjoyed by the faid A. M. and his affigns, during his by and out of the before-mentioned hereditaments and premisses, the the faid Z. B. shall not duly pay the fame, in manner as afore-; and that free and clear, and freely, clearly, and absolutely aced, exonerated, discharged, kept harmless and indemnissed by the Z. B. and his heirs of and from all and all manner of former gifts, Free from is-ts, bargains, fales, leafes, mortgages, jointures, dowers, uses, anintails, statutes, recognisances, extents, judgments, executions, to the crown, titles, troubles, charges, demands and incumwas what sever had, made, done, committed, suffered or executed the faid Z. B or by the faid Sir R. B. and S. B. his brother, de Exception. and, or any of them, or other than and except one indenture of mort- Purther Affamade of the before mentioned premisses lying in the county of E. rance in case of whe fecuring the furn of 1000 l and interest for the fame; And non-payment, in case default shall happen to be made in payment of the said anway or yearly rent-charge of 30 l. or of any part thereof on the days wines herein before mentioned for payment thereof; that then he field Z. B. his heirs or affigns, at the reasonable request of the said M. or his affigns, (but at the costs and charges of the said Z. B. his caffigns) shall and will make, do and execute all and every fugh and other lawful and reasonable acts and things, as well for the motorating and strengthening of these presents, as also for the further better securing of the said annuity or yearly rent-charge of 30 l. unthe faid A. M and his affigns, during his life, (be the same by any merance or affurance of the beforementioned hereditaments and preor otherwise), as by the counsel of the said A. M. or his assigns the reasonably advised or required: Provided olways, and lastly it Proviso that, burby agreed and declared by and between all the parties hereunto, payment the payment and of these presents is and crantor shall enthat until default shall be made in payment of the faid annuity or just the preprie-Parly rent-charge of 30 l. per ann. or some part thereof, in manner as isand affigns, shall and may hold and My all and fingular the before mentioned melluages, lands, tenements, breditaments and premisses, and receive and take the sents, itsues and

profits thereof, to his and their own use and benefit; he and they do paying the said annuity or yearly rent-charge of 30 l. per ann. unto t said A. M. and his assigns, during his natural life, together with all rears thereof, which shall be due at the time of his death, (if any su there be) In Winess, &c.

Of an Annuity for Life to qualify, &c.

Parties. Grantor feifed.

Consideration.

Grant.

Seifin.

Habenduur

Re-entry if thort diffress,

HIS Indenture, &c. Between M. H. of London, merchant, of the one part, and R. E. of, Ge esq; of the other part. the faid M: H. now is and thandeth lawfully feifed of and in the fever messuages or tenements, ground rents and hereditaments herein aft mentioned, and of the reversion and inheritance thereof of an estate i fee-simple, to him and his heirs, free from all incumbrances: Now th Indenture witneffeth, that as well for and in confideration of the fum of 2600 l. of, &c the receipt, &c. as also for divers other, &c. he th faid M. H. Hath given, granted, bargained, fold, aliened and confirmed and by these presents for himself, his heirs and assigns, Doth freely clearly and absolutely give, &c. unto the said R. E. one annuity of yearly rent charge of 200 l. per ann. of lawful money of Great Britain clear of all taxes, charges, deductions and reprizes whatfoever, to b yearly issuing, had, taken and received by the said R. E. and his al figns, during his life, out of all those, &c. the said annuity or year! rent-charge of 200 l. for or in respect of any parliamentary or other taxes, charges, impolitions or affeliments, or otherwise howsoever; the first payment thereof to begin and to be made at, &c. And the said M H. hath paid to the faid R. E. 10 s. of lawful money of Great Britain in part of and as and in the name of feifin of the faid annuity or rent charge: To have and to hold, receive, take and enjoy the faid annuity or yearly/rent charge of 200 l. unto the faid M. H. and his affigus. from the day of the date of these presents, for and during the term-of his natural life, payable quarterly, at the four feveral feasts, and in manner aforesaid, to and for his own proper use, benefit, and behoof; and the faid M. H. for himself, his executors, administrators and assigns, covenants by these presents, in manner and form following, (to pay the are nuity, re-enter on non-payment; fee the last precedent) and also that in case such distress or distresses so from time to time to be found in or upon the faid meffuages, lands and premisfes, or any part thereof, shall fall short, and not be sufficient to answer and pay the said annuity or yearly rent-charge of 200 l. per annum, clear of all reprizes and the arrearages thereof, and the colls and charges, and damages of the faid R. E. in such case sustained, and the said M. H. his heirs, executors or administrators, shall not within fourteen days next after every or any of the faid fealts or quarter days, on which the faid annuity or yearly rent charge of 200 l. ought to be paid as aforesaid, pay and satisfy unto the faid R. E. the faid annuity or yearly rent-charge, with the arrearages thereof, and all colts, charges and damages occasioned by the non-pay ment thereof; that then, and in such case, so often it shall and may be lawful to and for the faid R. E. into and upon the faid messuages, land and premisses, or any part thereof, to enter, and the same to have

bud and copy, and take the rents, issues, and profits thereof, while, months and R. E. shall be fully satisfied and paid all such sum and tesof money as shall be then due and unpaid, and in arrear of and for the laid annuity or yearly rent-charge, together with his costs, days and damages, for, or by reason of the non-payment thereof; with hid M H for himself, his heirs and assigns, doth further cowere [That be is large fully scised, bus power to grant. See the last prece- Seised. and also that the faid mediuages, lands, tenemen's, and premisses Power to grant. bes beforementioned to be granted, and to be issuing as aforesaid, That the pre-I from time to time, and at all times during the natural life of the miller shall be MR. E. be overt and liable to the distress and distresses of the said R. Liable to distress, I strike faid annuity or yearly rent-charge, with the arrearages theref; had further, that he the faid M. H. his heirs and assigns, shall and Grantor to pay I, from time to time, and at all times, bear and pay all and all manner all taxes. planentary and other taxes, charges, affeffments and impositions therer, chargeable upon, or that shall or may be at any time poyathe and in respect of the said annuity or yearly rent-charge, and shall will save harmless and keep indemnified the said R. E. of, from and and the same: Provided always nevertheless, and it is hereby de-Provise that the and agreed, by and between the faid parties to these presents, and grontee shall not and R. E. doth hereby consent and agree, that if he the said R. E. the faid annuity or yearly rent-charge of 200 /. or any part thereof, thand liable to the satisfaction and discharge of any debt or incum ne of him the faid R. E. that then and in such case, and for so long the faid annuity or yearly rept-charge of 200 1. and the payin thereof to the faid R. E. or any other person or persons claiming in or equity, by from or under him, shall cease, and the said annuity ready rent-charge of 200 l. and every part thereof, shall, for so long s, remain in the hands of the faid M. H. his heirs and assigns, and be uned by him and them, to and for his and their own proper use and this indenture, or any thing before contained to the contrary rect, in any wife notwithstanding. In Witness, &c.

fubject the annuity to the payment of dehts, nor otherwife incumber it.

m hanuity out of a real Estate by a Father and his two Trustees to a Sun, for which he is restrained from suing by a Writ of Action, but muy atrain.

HIS Indenture, made, &c. Between T. P. of -efq; G. P. of - elq; and W. C. of, &c elq; of the one part, and J. eq: (youngest son of the said T. P.) of the other part, Witneffelh, Consideration. a for and in confideration of the natural love and affection which he esaid T. P. hath and beareth towards his son the said J. P. and also consideration of 5 s. of, &c. unto the said G P and W. C. in hard idly the faid J. P. at, &c. the receipt, &c. he the faid T. P. (and by direction, testified by his being a party to and executing hereot) the d G. P. and W C. Have, and each and every of them Hell quiven granted, and by these presents the said T. P. G. P. and H. C. Do death and every of them Doth give and grant unto the said T. P. Grant. this affigns, one annuity or veurly rent-charge of 2001. of, Gi. to filling and payable out of, Etc. all which find premiss were (inter VOL. V. whia)

Habendum.

alia) lately conveyed unto and to the use of the said G. P. and W. C. and their heirs in trust for the faid T. P. and his heirs; To bave, bold, perceive and enjoy the faid annuity or yearly rent-charge of 300 /. unto the faid J. P. and his affigus, for and during the term of the natural life of him the said J. P. the same annuity or yearly reat-charge to be paid unto the said J. P. or his assigns, by four equal quarterly payments at, &c. free and clear of and from all manner of taxes, and without any deduction, defalcation or abatement, for or in respect of any taxes, charges, duties or affessments charged or imposed, or to be charged or imposed by any act or acts of parliament made or to be made, or otherwise, upon the said premisses, or any part thereof, or for or in respect of any other reprisal, matter or thing whatsoever; the sirst quarterly payment thereof to be made, &c. And if the faid annuity or yearly rent-charge of 300 l, or any past thereof, shall happen to be behind and unpaid by the space of twenty days next after any of the faid fealls or days whereon the same ought to be paid as aforesaid, that then and so often, from time to time, as the same annuity or yearly rentcharge, or any part thereof, shall happen to be so behind and unpaid, it shall and may be lawful to and for the said J. P. and his assigns, into and upon the faid manors, capital messuages, demesses, mills, hereditaments and premiffes, and into and upon every or any part or parts thereof, to enter and diffrain for the same. Provided always that this present indenture, or any thing herein contained, shall not any way extend to charge the persons of the said J. P. G. P. and W. C. any or either of them, by a writ or an action of annuity, but only to charge the faid manors, capital meffuages, demefnes, mills, hereditaments and premisses, with the yearly rent aforesaid. In Witness, &c.

Clause of diftress.

Proviso not to charge the persons by action.

Of an Annuity out of Leafe-hold Premisses for a Term of Years, if the Grantee shall live so long, in Consideration of Money paid.

Recital of leafes.

THIS Indenture, made, &c. Between N. F. of — of the one part, and B. F. cf — of the other part: Whereas by indenture, &c. Between A. M. of — of the one part, and the faid N. F. of — of the other part, the faid A. M. for the confideration, &c. did, &c. unto the faid N. F. All, &c. (a) To bold, &c. for the term of 51 years, at and under the yearly rent of 10 l. payable, &c. as in and by the faid indenture, &c. And whereas the faid N. F. and B. F. are come to agreement together, that in confideration of the sum of 150 l. to be paid by the said B. F. to the said N. F. at and before the sealing and executing of these presents, that he the said N. F. shall and do pay unto the said B. F. during her natural life, yearly and every year, a certain sum, rent-charge or annuity of 15 l. by quarterly payments, clear of all deductions whatsoever; and for securing the payment thereof accordingly, sufficiently to subject the said premisses there-

Agreement to plant annuity.

⁽a) If the premifies are infured, there must be an affignment of the policies, and a covenant to keep them infured.

2: Now this Indenture witnesseth, that as well in pursuance and per- Consideration. france of the faid agreement, as also for and in consideration of the met 150L of lawful, Gc. to the said N. F. well, Gc. by the said B. 15 Se, the receipt, &c as also for the better securing the payment Like B. F. and her assigns, of the said yearly sum, rent-charge or of 15 l. during the term of her natural life, He the faid N. F. firm, granted, bargained and fold, and by these presents for him-Linexecutors and administrators, Doth give, &c. unto the said B. Incannity or yearly rent-charge of 15% of lawful, &c. to be thisting and going out of all those, &c. in and by the said recited betwee of demile granted; To have and to hold, perceive, and yearly Habendum, sective, take and enjoy the faid assuity, or yearly rent charge of 15 l. had B. F. and her assigns, for and during the term of 44 years mathefeast of - now next ensuing, and fully to be complear and ed, if the faid B. F. shall so long live, and to be payable yearly at the brandfulpal fealts or days of payment in the year, (that is to fay) kfall, Gr. by even and equal portions; the first payment thereof to and be made on, &c. next ensuing the date of these presents. Remants to distrain and enter on non-payment; that the lease is good, had continue fo during the faid term or life; that grantor has good to charge the premiffes; that he will pay the annuity quarterly, free staxes, &c. and that he will pay the rent in the leafe referved. The Covenants.) In Witness, &c.

AGreat of an Annuity, by an Incumbent out of his Living, with a Der mise to a Trustee.

HIS Indenture Tripartite, made the 14th day of May, &c. 1756, Between F. J. rector of L. in the county of K. clerk, of the one and A.B of ____ in the county of ____ esq; of the second part, and I B. of Chancery-lane, London, esq; of the third part, Witneffeth, that brand in consideration of the sum of --- I. of lawful money of Great Finally to the faid F. J. at or immediately before the ensealing and deherry of these presents, in hand well and truly paid by the said A. B. the receipt whereof the faid F. $\mathcal J$ doth hereby acknowledge, and therestand of every part thereof doth acquir and discharge the said A. B. his ecutors, administrators and assigns for ever, by these presents, He the F. J. Hato given, granted, bargained, fold and confirmed, and by bee presents, Doth give, grant, bargain, fell and confirm, unto the A. B. his executors, administrators and assigns, for and during the mural life of him the faid F. J. one annuity or yearly rent or fum of life. 301. of lawful money of Great Britain to be isfuing, going, payable, had, received and taken by and out of All those 20 acres of glebe Parcels of glebe and, and all that medicage or tenement, burn, stable, &c. lying and lands, &c. being in the parish of L. in the county of K. and belonging to the said F J. as rector of the parish church of L atoresaid, and which are now in the maure or occupation of G. G. as tenant thereof, at the yearly rent # -- l. and by and out of all other houses, out-houses, barns, stabes, buildings, orchards, gardens, lands and appurtenances, to the lone rectory belonging or in any wife appertaining: And also all and And tythes, We. fingular

Confideration.

Habendum.

On non-payment, to enter and distrain for the annuity and all arrears, and all costs.

Proviso in case of non-payment to enter and receive the rents,

To pay the ann ... sy, and aliarrears, coils, &s.

fingular the tythes, tenths, oblations, obventions, fruits, fees, dues, glebe lands, tenements, meadows, pastures, commons, woods, waters, profits, privileges and advantages whatfoever, belonging to or payable to the faid F. J. as rector of the faid parish or parish church of L. aforefaid, To have, hold, receive, take and enjoy the faid annuity or yearly rent of 30 % and every part thereof, unto the faid A. B. his executors, administrators and affigns, for and during the natural life of him the faid F. J. to be paid and payable to him the faid A. B. his executors, administrators and affigns, at or in the common dining-hall of Lincoln's Inn, in the county of Middlefex, by four equal quarterly payments, at or on the four most usual feasts or days of payment in the year (that is to fay) the feast day of St. John the Baptist, the feast of St. Michael the archangel, the fealt of our Lord Christ, and the fealt of the Annunciation of the Bleffed Virgin Mary, by even and equal portions, without any manner of deduction, defalcation or abatement out of the fame or any part thereof, for or in respect of any taxes, charges, affestments, payments, or other matter, cause or thing whatsoever taxed, charged or imposed, or to be taxed, charged or imposed upon the premisses, or any part thereof, or upon the said A. B. his executors, administrators or assigns, for or in respect thereof, or of the said annuity or yearly rent of 30 l. by authority of parliament, or otherwise howfoever; the first payment of the faid annuity or yearly rent, to begin and be made on the feast day of St. John the Baptist next ensuing the date of these presents: And it is berely declared and agreed, that in case the faid annuity, or yearly rent or fum of 301 or any part thereof, shall happen to be behind and unpaid by the space of thirty days next over or after any of the faid quarterly feafts or days of payment whereon the same is herein before appointed to be paid as aforesaid, then and so often, and from time to time, it shall and may be lawful to and for the faid A. B. his executors, administrators and assigns, during the life of the faid F. J. into and upon the faid glebe lands, tenements and prefailes, belonging to the faid F. J. as rector of the faid parish or parish church of L. aforesaid, and all and every the appurtenances thereunto belonging, or therewith held, received and enjoyed, or into or upon any part or parcel thereof, to enter and diffrain for the faid annuity or yearly rent of 30 l. and all arrears thereof, and the distress and distresses then and there found, to take, lead, drive, carry away and impound, and detain and keep, or otherwife to dispose thereof, according to due course of law, until he the faid A. B. his executors, administrators or assigns, shall be fully paid and satisfied the said annuity or yearly rent of 30 h and all arrears thereof, and all costs, charges and expences occasioned by the non payment thereof, on the days and times in that behalf before mentioned: Provided always, that in case the said annuity or yearly rent or fum of 30%, or any part thereof, shall happen to be behind and unpaid by the space of forty days next over or after any of the faid quarterly fealts or days of payment whereon the fame is herein before appointed to be paid as aforefaid (being lawfully demanded), then and so often it shall and may be lawful to and for the said A. B. his executors, administrators and alligns, during the natural life of him the faid F. J. into and upon the faid glebe lands, tenements, and all and fingular other the premisses, with the appurtenances, or into or upon any part thereof, in the name of the whole, to enter, and the fame to have, hold and enjoy, and the rents and profits thereof, and of every part

thereof, to receive and take during the life of the said F. 7. to and for the neard benefit of him the faid A. B. his executors, administramad affigus, until he or they shall be thereby or therewith or otherthe fully paid and fatisfied the faid annuity or yearly rent or fum of and all arrears thereof, and also so much of the same annuity or rent as shall incur and grow due during such time as he the faid It is executors, administrators or assigns, shall continue in the posi of the same premisses after such entries as aforesaid, and also all cods, charges, damages and expences as shall be occasioned by ham-payment of the faid annuity or yearly rent, or any part thereof, ndefealts or days of payment aforefaid; And the faid F. J. hath Letter of attorto ordained, constituted and appointed, and by these presents Doth ney for grantce de, ordain, constitute and appoint the said A. B. his executors, adrators and affigns, his true and lawful attorney and attornies irrebible in the name of him the said F. J. but on the behalf, and for the proper use and benefit of the said A. B. his executors, administraaffigns, from time to time during the life-time of the faid F. J. The as the faid annuity or yearly rent or fum of 30 l. or any part m, thall happen to be behind and unpaid by the space of 30 days thefaid, to alk, demand, collect and receive, of and from all and the parishioners of the said parish of L. or any other person or persto whom the faid F. J. hath let or demised, or shall or may let or the same, all and singular the tythes, tenths, oblations, obventidues, fees, profits and advantages yearly coming, arising, renew**ger happening** within the faid parish of L_* and the tythable places Brost, And upon non-payment thereof, or of any part thereof, to And upon noncommence and profecute all and every fuch action and actions, payment to fue. in and fuits, either at law or in equity, or elsewhere, against all and person or persons, and to take all other lawful ways and methods The same of him the said F. \mathcal{F} . for the recovering and receiving the as shall be thought proper and necessary by the said A. B his extoms, administrators or assigns, and upon receipt thereof, or of any thereof, to give good and fufficient receipts and discharges for the merespectively; and the said F. J. doth hereby give and grant to the A. B. his executors, administrators and assigns, full and absolute poer and authority to act and do every thing in the premisses for the probe aforefaid, as fully and effectually as if he himself was personally Most at the doing thereof respectively; and the said F. 7 doth heretraify and confirm all and what soever the said A B. his executors, militrators or affigns; shall lawfully do or cause to be done in the miles, by virtue of these presents; And the said F. J. Delb for him- Covenant for is beirs, executors and administrators, covenant, promis, grant payment of an received and with the faid A. B. his execute s, administrators and aunuity. yu, by these presents, that he the said F. 7. h's heirs, executors or ministrators, shall and will truly pay or cause to be paid unto the said 4 B. his executors, administrators or affigns, for and during the natuwhile of him the faid F. 7, the faid annuity or yearly rest or fum of plifite, clear and discharged of and from all manner of taxes, assists tens, charges and other deductions, either parliamentary or otherwise, #the days and times, and in manner and form herein before limited and Monted respectively for payment thereof: And this Indenture further Consideration sight, that for the confideration aforesaid, and for the further, bet a devise to a wand more effectual fecuring the payment of the faid annuity or yearly truftce rent

to demand rent, tythes, Gr.

Habendum for 99 years, if grantor to long lives.

Upon trust to permit grantor to enjoy until default in payment of the annuity.

And upon further trust in case of non-payment.

To raife and leby so much, 5%, as will pay the annuity and all arrears and toits.

rent or fum of 30 h at the respective days and times and in manner aforefaid, and in confideration of the fum of 10s. of like lawful money to the faid F. J. in hand paid by the faid J. E. at and before the fealing and delivery of these presents, the receipt whereof is hereby acknowledged, He the faid F. J. Hath granted, bargained, fold and demised, and by these presents Dath grant, bargain, sell and demise unto the said 7. B. his executors, administrators and assigns, the said glebe lands. &c. and all and fingular the said tythes, &c. belonging or payable to him the faid F. J. as rector of the faid parish or parish church of L. aforefaid; And all his estate, right, title and interest of, in and to the same respectively, To have and to hold the said glebe lands, &c. and all and fingular other the premisses hereby demised, or meant, mentioned, or intended so to be, with their and every of their appurtenances, unto the faid J B. his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during and to the full end and term of 99 years from thence next enfuing, and fully to be compleat and ended, in case the said F. J. shall happen to live so long, without impeachment of waste, Upon the Trusts and under and subject to the proviso and agreements herein after mentioned, expressed and declared, of and concerning the same, (that is to say) Upon Trust to permit and suffer the said F. J. and his assigns to enjoy, receive and take the rents, issues, tythes; dues and profits of the said glebe lands, messuage or tenement and premisses hereby demised, or mentioned or intended so to be, and every of them, to and for his and their own use and benefit, until default shall happen to be made of or in payment of the faid annuity or yearly rent or fum of 30 l. or some part thereof, on the days and times herein before limited or appointed for payment thereof; And upon this further Truft, that in case the same annuity or yearly rent or sum of 30 h or any part thereof, shall happen to be behind or unpaid, by the space of 60 days next over or after any of the faid feast days or times of payment, whereou the same is herein before appointed to be paid as aforefaid (being lawfully demanded), then and To often it shall and may be lawful to and for the faid J. B. his executors, administrators and affigus, from time to time during the natural life of the faid F. J. by and out of the rents, issues, tythes, dues and profits of the faid globe lands, messuage or tenements and premisses hereby demised, or mentioned or intended so to be, and belonging and payable to him the faid F. J. as rector of the faid parish or parish church of L. aforesaid, or by demissing, leasing or mostgaging the same, or any part thereof, for and during any part of the faid term of 90 years, in case the said F. J shall happen to live so long, or by such other ways or means, for and during the natural life of the faid F. J. as to the faid J. B. his executors, administrators or assigns, shall seem meet and necesfary, to raile and levy such sum and sums of money as shall be sufficient, from time to time, to pay and fatisfy the faid annuity or yearly rent or fum of 30% or so much thereof as thall, from time to time during the life-time of the faid F. J. happen to be in arrear and unpaid, together also with all costs, damages and expences, as the said A. B. or the said J. B. respectively, or their respective executors, administrators or affigns, or any of them, shall sustain, expend or be put unto, for or by reason of the non-payment of the said annuity or yearly rent or sum of 30% at the days and times, and in manner herein before in that behalf mentioned, and shall and do pay, apply and dispose of the same monies accordingly;

scordingly; And shall and do permit and su ffer the said F. J. and his And permit was to receive and take the relidue and overplus of the faid rents, if in, does and profits of the faid glebe lands, messuage or tenements premises hereby demised, over and above so much thereof as shall believes, from time to time, to pay and fatisfy the faid annuity or per reat or lum of 30 /. and all airears thereof, and all costs, charges plespences, attending the execution of the trufts before mentioned, to for his and their own use and benefit: Provided always nevertheless, is the true intent and meaning of these presents, and of the said is hereto, and the faid A. B. doth hereby for himself, his executors, every half year, mailtrators and assigns, covenant, promise and agree, to and with the same shall kind F. J. his executors and administrators, by these presents, that and in case the said F. J. shall and do well and truly pay or cause to to the faid A. B. his executors, administrators or affigns, the full dear fam of ten pounds of lawful money of Great Britain, on or se within thirty days next after the feast day of St. Michael the mangel next enfuing the date of these presents, being the second por half yearly feast day, appointed for the payment of the said for 50 l. as aforesaid, and so from time to time, at or before or thirty days next after every other succeeding half yearly feast or expayment, shall and do well and truly pay, or cause to be paid unthe faid A. B. his executors, administrators or assigns, the sum of pounds of lawful money of Great Britain, and shall continue during while time of him the said F. J by such half yearly payments of ten ments, to pay and fatisfy the faid annuity to the faid A. B. his execu-🖦 administrators or assigns, that he the said A. B. his executors, adlitterors or assigns, shall and will receive and accept of such sum of pounds so to be paid by half yearly payments, in full payment, dishave and fatisfaction, of any greater fum of money so agreed to be as aforefaid, and as and for full payment of the faid annuity or rent or fum of 30 l. any thing herein before in these presents conhard to the contrary thereof in any wife notwithstanding. In Witness mercof, &c.

grantor to receive the over-

Proviso that if grantor pay 101. be in full for the annuity of 30 l.

N. B. 'Tis usual with this Grant for the purchasor to take a bond in the payment of the annuity, and a warrant of attorney to confels judgputbercon, that the judgment may be entered up and remain a fecurity for he woney, in cafe the incumbent should resign, or be deprived of his

Great of an Annuity secured by an Assignment of Money outstanding on Mortgage S-curities, specially recited.

HIS Indenture tripartite, made the - day of -, 1785, between G. R. of &c. of the first part, S. T. of, &c. and I.W. of, &c. of the second part, and S. K. of, &c. of the third Whereas in and by one indenture quinquepartite, bearing date agh of December, 1773, and made or mentioned to be made be-T. B. esq. of the first part, the said G. R. of the second part,

Recitatof aman riage settlement

E. M. of the third part, and S. M. daughter of the faid E. M. of the fourth part, S. T. and R. W. of the fifth part, made previous to and in confideration of a marriage then intended, and which hath fince been

had and folemnized between the faid G. R. and S. M. It was and is witnefied, declared and agreed, that the sum of 6000 l. therein mentioned to be paid or secured to be paid to the said S. T. and R. W. was fo paid or secured to be paid to the intent that the said S. T. and R. W. and the survivor of them, and the executors, administrators and assigns of fuch furvivor, should stand possessed of and interested in the same, in trust, in the first place after the folemnization of the faid then intended marriage, to lay out the fame in the public stocks or funds, or at interest upon parliamentary or real securities, and permit or authorise and impower the faid G. R. and his affigns, to have, and take all the dividends and interest thereof, and of all stocks, funds and securities upon which the same should be invested, or laid out, to his and their own proper use during his life, and after the decease of the said G. R. upon the trusts therein mentioned. And in the said indenture is contained, amongst others, a provisoe to the effect following, (that is to say) that it should and might be lawful to and for the said S. T. and R. IF. with the privity and confent of the faid R. B. and S. M. to call in and place out the faid trust monies on other real or government securities, and from time to time to alter and transfer the same, co to invest the same in the purchase of an absolute estate of inheritance in see simple, in possession in England. And Whereas the marriage between the said G. R. and S. M. was duly had and folemnized foon after the execution of the faid in part recited indenture of settlement, and the faid sum of 6000 %. hath been called in and received by the faid S. T. and R. W. who have lent the fame out again at interest upon the securities after mentioned. And Whereas J. R. having in the month of June 1774, purchased two undivided third parts of certain ellates in the county of Lafter mentioned, at and for the fum of 6300% and borrowed the fum of 4000 l. part of the said purchase money from S. G. of -, and the further sum of 2000 l. the other part of the said purchase money from the faid S. T. and R. W. which last mentioned sum of 2000 l. belonged to the faid S, T. and R. W. as trustees under the faid in part recited indenture of fettlement, and for fecuring the fum of 6000 l to the faid S. T. and R. W. in and by a certain indenture of seven parts dated the 28th day of June, 1774, two undivided third parts of the said premises, were well vested in the said S G. for a term of 900 years, the said S. G's name being used as a trustee for them the said S. T. and R. W. as to the faid sum of 2000 l subject to such proviso or condition for redemption of the faid premifes, as is contained in the faid indenture of seven parts, and subject to the said term of 900 years, the fee simple and inheritance of the faid premises was in and by the faid indent are of seven parts well rested in the faid J. R. and G. R. and the heirs of the faid G. R. in trult nevertheless as to the said estate of the faid G. R. and his heirs for the faid J. R his heirs and affigns. the faid purchase and mortgage an outstanding term in the faid premises was affigned to the faid S. T. and R. W. as trustees subject to the pay-

ment of the said 6000 % in trust to attend the inheritance of the said

the month of September, 1774, at the request, and with the consent and

And Whereas the faid S. T. and R. W. having some time in

approbation

And that marriage took effect.

And that the trust money had heen called in and rereceived.

And lent out again.

Recital of a purchase.

And of loan of trust money thereon.

And of indenture of mortgage, in which mortgage was a truftee as to part of the money for truftees of feet ment.

And that outflanding term affigued.

premifes.

motation of the faid G. R and S. his wife, agreed to advance and Agreement in the faid J. R. the further sum of 1000 1. other part of the said to advance ind 6000 l. fo vested in them as trustees as aforesaid, upon a mort-further sum, part the equity of redemption of the faid premises, and requested trust money startiled upon W. P. of Lincoln's Inn, in the county of Middlefex, on mortgage. in pallow his name to be used as a trustee in the loan of the said last mined fum of 1000 l. and in consequence thereof, in and by one mindenture bearing date the 30th of September, 1774, and made, Indenture of memoned to be made, between J. R. and the faid G. R. of the one mertgage for mad W. P. efq. of the other part, it was witnessed, that in consi- further sum. mof 1000 l. therein mentioned to be paid by the faid W. P. to 1 And G. R. the faid J. R. and G. R. granted, fold and bild to the faid W. P. his executors, administrators and assigns, two placed third parts of all that, $\mathcal{C}c$, to hold the same to the said W. P. Here insert Executors, administrators and affigns, from the day next before the parcels. had the date thereof, for the term of two thousand years under and Bid to a proviso or condition in the said now recited indenture conforedemption of the faid premises thereby demised on payment he and J. R. his heirs, Go. to the faid W. P. his executors, Go. the fem of 1050 l. at the time and place and in the manner therein missed. And by deed poll, bearing date the first of October, 1774, And of a Northe hands and seals of the said W. S. S. T. and R. W. the said deed poll de-K.P. acknowledged and declared that the faid 1000% was the proper by of the said S. T. and R. W. And Whereas the said J. R. some therwards contracted for the purchase of the remaining one undithat third part of the said manor and premises, at and for the price or mak 3150 % and baving occasion to borrow the sum of 3000 / to mich the said purchase, the said S. T. and R. W. (having received said trust from of 2000 l. fo by them lent and advanced) as aforefaid, at the re-money which per and with the consent and approbation of the said G. R. and S. his had been agreed to advance to the faid J. R. the sum of 3000 L other part paid in. The faid fum of 6000 L so vested in them as trustees as aforesaid, and framing the re-payment of the faid last mentioned sum of 3000%. mand by certain indentures of leafe and releafe, bearing date respectivehe 18th and 29th of July, 1775, the release being quadrupartite, made or expressed to be made between the said S. G. C. and T. C. is and heir apparent, of the first part, J. R. and J. his wife, of kecond part, the said S. T. and R. W. of the third part, and R. A. the fourth part. Reciting as therein is recited, and reciting that the M.A. with the privity and consent of the said J. R. and J. his had agreed with the faid S. G. C. and T. C. for the purchase of the In simple in possession of the third part of the said manor of K and ther melluages, estates and premises situated at L. and M. in the coun-In L aforesaid, vested in the said S. G. and T. C. for 31501. And finher reciting, that the said R. A. having occasion for 3000 l. had Anted with the faid S. T. and R. W. for a loan thereof at 5 l. per cent. Mor lecuring the re-payment thereof, with interest, had agreed, that the had one third part of the said manor and premises, should be limitthe use to the faid S. T. and R. W. their executors, administrators things, for a term of 900 years, subject to a proviso therein conbined for redemption. It was Witneffed, that in consideration of 3000 1. by the faid S. T. and R. W. by the direction and of the appoint-

claring the faid truft.

Agreement further fum.

Of deed-poli declaring trust of part of the money lent on morttage-

That the mortgage monies still remain out-standing. Further fam fettled on the trusts of first mentioned fettlement.

Of agreement for fale of annuity.

Confidera-

Monuity.

Free from

ment of the faid R. A. and with the privity and confert of the faid J and 7. his wife, to the faid S. G. C. and T. C. and of the further of 150 l. to them paid by the faid R. A. with the like confent of the 7. R. and 7 his wife, the faid S. G. C. and T. C. released and 4 firmed to the faid R. A. his heirs and affigns, all that one-third of aforesaid manor, &c. To hold the same premises to the said R A. heirs and assigns, to the use of the said S. T. and R. W. their execu and administrators, for 900 years, subject to redemption as therein a tioned, with remainder to the use of the said R. A. his heirs and affin And by deed-poll, bearing date the 29th of July, 1775, the said R. thereby declared that the said sum of 150 l. mentioned to be paid by to the faid S. G. C. and T. C. in the faid last in past recited indemn was the money of the faid J. R. And that the faid R. A's name, made use of in the said indenture, in trust only for the said J. A. heirs and assigns, as in and by the said several in part recited independ relation being thereunto respectively had, may, and will more fully, at large appear. And Whereas, the faid two several sums of 1000 L 3000 l. so lent and advanced by the said S. T. and R. W. as a still remain due, and outstanding upon the securities so taken for the as aforesaid. And Whereas, the said S. T. and R. W. by virtue certain indenture of five parts bearing date the ----- day of and made before, and indorfed on a certain indenture of bearing date the day of _____, stand possessed of and interested the principal fum of 2000 l. by the said indenture of the - fecured to the faid E, M. F. F. and G. R. as to 100 part of the faid 2000 !. upon the trust of the aforefaid marriage fet ment bearing date the zoth December, 1773. And Whereas the A G. R. hath contracted and agreed with the faid S. K. for the fale to ! of one clear annuity of 100 l. per annum, at and for the price or fund 600 L to be iffuing out of and from the yearly interest, dividends a proceeds, of the faid two feveral fums of 1000 l. and 3000 l. so ! and advanced by the faid S. T. and R. W. of the faid fum of 1001 secured to the faid E. M. F. F. and G. R. and by indenture inder conveyed to the faid S. T. and R. W. to the use of the faid settlemen bearing date the 27th December 1773, as aforesaid, and to be secured bond and warrant of attorney to confels judgment thereon, as herein ter is particularly mentioned, for and during the natural life of him t faid G. R. Now this Indenture Witneffeth that for and in confiderati of the sum of 6001. of lawful money of Great Britain, by the said S. to the faid G. R. in hand, at or immediately before the fealing and de very of these presents well and truly paid, the receipt of which said fr of 600 /. he the faid G. R. doth hereby acknowledge, and thereof # of and from every part thereof, doth acquit, release and discharge t faid S. K. his heirs, executors, administrators and every of them, ever by these presents, he the said G. R. (with the privity of the in S. T. and R. W. tellified by their being parties and fealing and delivern these presents,) hath granted, bargained, fold and confirmed, and I these presents doth grant, bargain, sell and confirm unto the said S. I his executors, administrators or assigns, one clear annuity of 100/ f annum of lawful money of Great Britain, for and during the natural h of him the faid G. R. free and clear of and from all parliamentary at siz taxes, charges and deductions whatfoever, to be iffuing, had, re- To be iffuing send and taken at the days berein after mentioned, by and out of all out of the definiteds, interest, produce and proceed, that skall or may hereafwatthe, grow due and be received from and upon, or in respect of faid mohidtwo feveral fums of 1000 /. and 3000 /. fo lent and advanced by mortgage, Bill S. T. and R. W. and the said other sum of 1000 l. part of the In of 2000 l. secured to the said S. T. and R. W. by indenture conveyed to the faid S. T. and R. W. to the uses of the said them bearing date the 27th December, 1773, as aforefaid, or whatfecunities the faid three feveral fums now are or at any time heretoking the life-timent the said G. R. may be laid out and invested, her, bold, and yearly to receive, take and enjoy the faid clear an- To have and of 100 l. per annum unto the said S. K. his executors, adcases and aligns for and during the term of the natural life of the C. R. to be paid and payable at or in the Common Dining-ball of the Temple, London, by two even and equal half-yearly payments on 13d day of the several months of April and October, in every year, t of the faid quarterly payments to begin and be made on the 23d pi April, now next enluing: And this Indenture further Witnesseth, And this inin the confideration aforefaid, and for the further and better fecur- denture furthe die payment of the faid clear annuity of 1001 per annum, he ther witnes-G. R. by and with the privity of the faid S. T. and R. W. testis aforesaid, Hath bargained, fold, assigned, transferred and set Assignment 4. 4ad by thefe Presents Doth bargain, sell, assign, transfer and set of interest monthe faid S. K. his executors, administrators and assigns, all and mortgage the the annual dividends, interest and proceeds whatsoever, that shall money. may at any time hereafter during the life-time of the faid G R. acen, grow due and be received for; upon or in respect of the said pleseral fums of 1000 l. and 3000 l. so lent and advanced by the \$ S. T. and R. W. as aforefaid, and the said sum of 1000 l. so securwho the faid S. T. and R. W. by indenture indorfed as aforefaid, to takes of the faid settlement, dated the 27th of December, 1772, and part thereof, upon what loever fecurities or funds, the faid three in films or any part or parts thereof, shall or may at any time here. aduring the life-time of the faid G. R. be laid out or invested, and the estate, right, title, interest, property, claim and demand whatsector of him the said G. R. both at law and in equity, of, in, to and us the faid hereby alligned premiffes and every part and parcel thereof, To have and to hold, receive, perceive and take all and fingular the faid Habendum. prastis hereby demised unto the faid S. K. his executors, administraand assigns, for and during the term of the natural life of the said E.A. Upon the trusts nevertheless herein after expressed and declared Trusts therewand concerning the fame, (that is to fay) in the first place thereout of declared. busify discharge and pay the said clear annuity of 100 !. per annum mill arrears thereof, that shall be due and owing unto the faid S. K. executors, administrators and assigns, at the days and times herein before limited and appointed for payment thereof, as aforefaid, or as and afterwards as the faid premisses hereby assigned, received and got E hall be fufficient to discharge and satisfy the same, and all costs, there and expenses whatfoever, which the faid S. K. his executors, Manifirators or affigns, shall sustain expend or be put unto, in or about the recovery of the faid hereby affigued premisses, and then upon this further

interests, Ge.

Power of attorney to get in fied mo-

Covenant for payment of the annuity.

That allignor hath done no act to inramber.

further trult, that he from time to time pay and apply all the relidue and furplus of the faid hereby affigued premisses unto the faid G. R. and his assigns, and to, for, or upon no other trust, intents or purposes whatfoever, and the better to enable the faid S. K. to receive and get in the faid hereby affigned premisses, he the faid G. R. by and with the privity of the faid S. T. and R. W. testified as aforefaid bath nominated, ordained, constituted and appointed, And by these Presents, Doth nominate, ordain, constitute and appoint, and in his place and stead put and depute the faid S. K. his executors, administrators or assigns, the true and lawful attorney or attornies irrevocable, of him the faid G. R. in his name or in the name or names of the faid . K. his executors, administrators or assigns, from time to time, and at all times hereafter, during the life-time of him the faid G. R. to act for, demand and reserive from the said S. T. and R. W. and the survivor of them and the executors, administrators or affigns of such survivor, and of and from all, and every other person or persons whomsoever, who shall, or may be in the receipt or perception thereof, All and fingular the premisses hereby affigned; Upon the trufts nevertheless herein before expressed and declared of and concerning the same, and upon non-payment thereof, or of any part thereof, from time to time, and at all times hereafter during the life-time of the faid G. R. to bring and commence and profecute all and every such action or actions, suit or suits at law or in equity against the said S. T. and R. W. their executors, administrators and alligns, and all other persons whomsoever whom it doth or may concern, and to take all and every lawful ways and methods in the name of him the faid G. R. or in the name or names of him the faid S K. his executors and assigns as shall be thought proper and necessary by the said S. K. his executors, administrators or assigns, for the recovery of all and fingular the premiffes hereby affigned, and upon receipt of all or any part of the faid premifes hereby affigned to give good and fufficient receipts and discharges for the same, And the G. R. doth hereby agree to ratify and confirm, and hold for ratified and confirmed, all and whatsoever the said S. K. his executors, administrators or assigns, shall lawfully do, or cause to be done in the premisses. And the said G. R. for himself, his heirs, executors and administrators, and every of them, doth covenant, promife and agree to and with the faid S. K. his executors, administrators and assigns, by these presents in manner following, that is to fay, that he the faid G. R. his heirs, executors or affigns, shall and will from time to time and at all times hereafter, well and truly pay or cause to be paid unto the said S. K. his executors, administrators or affigns, the said clear annuity of 1001. per annum, at the place and days and times herein before limited and appointed for the payment thereof according to the true intent and meaning of these presents. And alfor that he the faid G R. hath not at any time heretofore made, done or committed, or wittingly, or willingly suffered, nor shall, or will at any time hereafter make, do, commit or fuffer any act, matter or thing whatforeer, whereby, or by reason or means whereof, All or any part of the premisses hereby assigned, can or may be impeached or incumhered in title, charge, estate or otherwise howsoever, or by which the faid S. K. his executors, administrators or assigns, shall or may be prevented, impeded, or hindered from receiving and getting in the fame. And further, that he the faid G. R. at the time of the fealing and delimy of these presents, hath in himself, good right, full power, and ab- That allignor ge authority to make fuch grant of the faid clear annuity of 100% has power to rame, as is herein before contained and to assign all and singular the grant. premites herein before assigned, in manner and form aforesaid, and And to assign g to the true intent and meaning of these presents. And fur-Au he the faid G. R. and all and every other person or persons, faid. er lawfully claiming, or who can or may at any time or times hereduring the life-time of the faid G. R. have or lawfully claim any furance. s right, title or interest either at law or in equity, of, in, to, or dal, or any of these premisses hereby assigned, shall and will som mine, and at all times hereafter, during the life-time of the faid 🎎 spon every reasonable request, and at the proper costs and charges aid S. K. his executors, administrators or assigns, make, do. reledge, levy, fuffer and execute, or cause and procure to be made, seknowledged, levied, fuffered and executed, all and every fuch and other lawful and reasonable act and acts, thing and things, paces and affurances in the law whatfoever, for the further and radiguing and setting over unto the said S. K. his executors, adthe sand affigure, upon the stufts herein-before expressed and deof and concerning the same; All and singular the premisses hereand fet over, or mentioned or intended fo to be, as by the LL his executors, administrators or assigns, or any of their counand in the law, shall be devised, advised or required. And lastly, Agreement backy mutually covenanted, concluded and agreed upon, by and that although on the faid G. R. and S. K. and it is hereby declared to be the true the annuity and meaning of these presents, that although the said annuity of be made paythe aunum, is hereby made payable by half-yearly payments as able half-yearly, yet the faid S. K. his executors, administrators or aligns shall it shall be a proportionable part of the last quarterly payment of the said made up to remainly, up to the day of the decease of the said G. R. In Wit the death of

yearly, yet

Grant of a reversionary Annuity out of Lands, &c.

HIS Indenture, of three parts, made the ----- day of -in the 29th year of the reign of our sovereign lord, George the , by the grace of God, of Great Britain, France and Ireland, delender of the faith, &c. and in the year of our Lord 1780, G. D. T. of A. in the county of --- elq; of the first part; Parties. of - esq; of the second part; and C. C. of - (a trustee on the part and behalf of the faid C. W.) of the third part; Teas G. D. of -- in the said county of - etq; in and by Recital of a had will and testament in writing, duly executed and attested, bear-will day of December, which was in the In our Lord 1776, did, amongst other things, give and devise all ellates to Sir A. B. of _____ in the faid county of his executors, administrators and affigure, for and during the resun thousand years, to commence from the time of his decease, and whe compleat and ended; without impeachment of walle, Upon wills nevertheless, and to, and for such intents and purposes, and

subject to such provisoes and declarations as were therein-after. and herein-after mentioned of and concerning the same term. And im diately from and after the end, expiration or other sooner determina of the faid term of one thousand years, he did give and devise all real estates to, and to the use of his brother R. T. and his assigns. and during the torm of his natural life, but to be punishable for all n ner of voluntary walte, with remainder to truffees to preferve coi gent remainders: And from and after the decease of his said bro R. T. then he did give and devise all his said real estates, to the use behoof of his nephew C. T. and his affigns for and during the term his natural life, but to be punishable for all manner of voluntary we with remainder to trustees to preserve contingent remainders. And f and after the decease of his said nephew C. T. then to the use and hoof of the faid G. D. T. the eldest son of the body of his (the te tor's) faid nephew C. T. and his assigns, for and during the term of natural life, but to be punishable for all manner of voluntary waste. there was in the faid will a proviso contained, that all and every the fon and persons to whom the said testator had devised his real estate aforesaid, should from time to time, as and when he or they should respectively intitled thereto, in possession, have full power and author to charge all or any part of the faid estates with an annual fum. not cecding the sum of 300 l. per annum, payable to any woman or won he or they should respectively marry, during the life of such woman women, as and for her and their jointure and jointures.

And the faid term of 1000 years so limited to the faid Sir A. B. executors, administrators and assigns as aforesaid, was by the testate faid will, declared to be in trust, that he, his executors, administration and assigns, should out of the rents and profits of the faid estates, r and pay such annuities or yearly sums to such persons as were their and are herein-after named, for their respective natural lives, (that is fay), a clear annuity or yearly fum of 60% of lawful money of Gri Britain unto the faid testator's nephew W. T. a clear annuity or year fum of 500 l. of like lawful money unto the faid C. T. during the je lives of him, and the faid R. T. a like clear annuity or yearly fum 500%, of like lawful money unto the then wife of the faid C. T. fr and after the decease of him, the said C. T. a clear annuity or year fum of 50 % of like lawful money money to each child of the faid C. who should be living at the time of the death of the said C. T. or be in due time afterwards; and also, after the death of the said C. T. clear annuity or yearly fum of 20 l. of like lawful money to widow of his the faid teffator's late brother, W. T. And upon furt Truft, to permit fuch person to whom the immediate reversion or rema der of the faid real effates should belong, to receive the residue of t rents and profits of the faid effates, over and above fo much thereof should from time to time, be paid or payable, for the faid feveral here before mentioned annuities and the arrears thereof respectively. the faid tellator declared his will to be, that when all the faid annuit should cease to become payable, and all arrears thereof respectively should be discharged, and the truths of the said term performed, or become u necessary, and the charges in the execution thereof satisfied, the fi term of 1000 years should cease, as in and by the said will, relate being thereato had, will more fully appear. And libereas, the fa · tella

Testator died

where deputed this like in the latter end of the year'ming of the year -, without having revoked or altered his faid or any part thereof. And Whereas the said — the then wise the hid tellator's nephew C. T. - one of the annuitants named she faid teffator's will, departed this life, on or about the ----- day ' — the widow of - which was in the year, 17- and the faid -W. T. another of the annuitants, is also since deceased. And - which was in the year - And Whereas, there are now three children of the said C. T. to wit, G.D. E and F. And hid C. T. is now in possession of the said testator's real estates, as schrlife, subject to the annuities by the said herein before recited of the faid testator charged thereupon. And Whereas, the said Recital of D. T. being desirous to grant and seil one annuity or clear yearly fale of rever-dance of 600 l. to commence from and immediately after the day nuity by dedecease of the faid C. T. in ease he the said G. D. T. shall sur- audion. melesid C. T. for and during the remainder of the term of the life in the faid G. D. T. and to be charged and fecured, and made igand payable out of and from the capital mansion house, messuage Frament, messuages, lands and hereditaments, herein after particupackribed, and hereby granted and releafed, or so mentioned and med to be, and all other the real estates of the said G. D. T. caused dissouty or yearly rent-charge, to be put up to fale by public auction, pair best bidder for the same, by T. S. auctioneer, on or about the -day of -, now last past, And the faid C. W. having bid the fame the funs of 600 /. and no other person having bid more, the faid C. W. became and was declared the best purchaser thereof, her for the faid price or fum of 600 l. and the faid C. W. in pursuance free of the conditions of fale of the faid annuity, paid unto the faid S. $\mathcal{T}_{m{a}}$ estim of 2001, as a deposit and in part of the said purchase money, this Indenture Witneffeth, that for effectually carrying into execu- Confideramake conditions of the faid fale, and for and in confideration of the tion. for of 2001. of lawful money of Great-Britain, so paid to the faid T, as a deposit, and in part of the faid fum of $600 \, l$, at which the IC. W. was declared the purchaser of the said anomity or clear yearmen-charge of 600 l. as aforefaid, And ulfo, for, and in confiderasee of the fum of 400 l. of like lawful money, relidue of the faid fum **If soc l. to the said G, D. T.** in hand well and truly paid by the said C.W. 2, or immediately before the sealing and delivery of these prethe payment and receipt of which faid two feveral fums of 200 /. 1400 l. making together the faid of 600 l. he the faid G. D. T. doth by acknowledge, and thereof, and of, and from every part thereof, absolutely, acquit, release and discharge the said C. W. his heirs, sections and administrators and every of them, for ever, by these pre-And in confideration of 10s. of like lawful money to the faid S.D.T. in hand paid by the faid C.C. at or immediately before the securion of these presents, the receipt whereof is hereby acknowledged; Trustee. the faid G. D. T. at the nomination, and by the direction of the Grant. C. W. (testified by his being a party to, and sealing and delivery of the prefents,) Halb granted, bargained, fold, aliened, released and mermed, and by these presents Doth grant, bargain, fell, alien, rehad, and confirm unto the faid C. C. (in his actual possession now beby titue of a bargain and fale to him thereof mide, by the faid

Parcels.

G. D. T. in confideration of 5 s. to him paid, by indenture bearing date the day next before the day of the date of these presents, and executed before the sealing and delivery of these presents, for one whole year, &c. and by force of the flatute made for transferring of uses into posselfession), and his heirs, from and immediately after the decease of the faid C. T. in case he the said G. D. T. shall survive the said C. T. for and during the remainder of the term of the natural life of him the faid G. D. T. All that capital mansion-house, messuage or tenement, situate and being at, &c. and the coach-houses, stables, barns, buildings, gardens, orchards and grounds thereunto belonging, and usually held, occupied or enjoyed therewith, now in possession or occupation of the said C. T. And also all that farm and lands, commonly called or known by the name of --- farm, now or late in the tenure or occupation of -- his under-tenants or assigns, at the yearly rent of 2001. &c. &c. And also all and fingular, other the melfuages, cottages, farms, lands. tenements and hereditaments whatfoever, howfoever the same have been exchanged or intermixed the one with the other of them, or howfoever otherwise, or by whatever other name or names the said messuages; or tenements, lands, closes, hereditaments and premisses, or any of them, or any part or parts of any of them, now are or is, or at any time or times herctofore hath or have been fituate, lying or being abutted, bounded, described, parted, aliened, divided, distinguished, called, tenanted or known, to which the faid G. D. T. or any person or persons in trust for him, is intitled as tenant for life in remainder or expectancy as aforesaid, under or by virtue of the said recited will of the said G, D. And also all and, fingular the coal and lead mines in work, and other mines and feams of coal and lead, now opened, lying in and upon, and belonging to the same premisses, by these presents granted and released to the faid C. C. or mentioned and intended to be, or any part thereof, And all way leaves, stathes and stathe rooms, and all gins, and all and every articles and particulars of what-nature and kind foever, applicable to and used in the cultivation and management of the said premisses or any part thereof, together with free liberty, full licence, power and authority for him the faid C. C. his executors, administrators and affigns, and for his and their workmen, fervants, and labourers, from time to time, and at all times during the natural life of the said G. D. T. at his and their will and pleasure, the mines therein, from time to time in convenient places to dig, draw and cart up, lay and bestow, upon the faid premisses, or any part thereof, and the said coals and mines, or any part thereof, from time to time, and at all times during the term of the natural life of the said G. D. T. at his and their will and pleasure, with wains, carts and carriages from thence by necessary and convenient ways over and through the premisses or any part thereof, to fetch and carry, whither and to fuch place and places as to the faid C. C. his executors. administrators and assigns shall seem good. And also, all houses, edifices, buildings, dove-houses, barns, stables, yards, gardens, orchards, backsides, meadows, pastures, closes, hedges, ditches, fences, baulks. ways, passages, paths, waters, water courses, easements, privileges, commons, rights of commoning, common of pasture, heaths, moors, marihes, waltes, walte grounds, ponds, rivers, fishings, woods, underwoods, trees, coppices, and the grounds and soil of the same profits, commodities, advantages, emoluments, hereditaments and appur-

words.

rances whatbever, to the faid capital manfion-house, mediuage of teneed, neduages, lands, hereditaments and premisses herein before amined, and hereby granted and released or expressed, and intended hube, or to any, or either of them, or to any part or parts thereof, lidaging or in any wife appertaining, or therewith, or with any of them, with any part thereof, now or at any time or times heretofore, fet, accepted or enjoyed, or accepted, reputed, taken, or known, as m parcel or member thereof, or any part thereof, and the reversion descrious, remainder and remainders, yearly and other rents, issues sipposits of all and every the faid capital mansion house, messuage or bount, mediuages, lands, hereditaments and premiffes herein before pocularly described, and hereby granted and released, or so mentioned stimmeded to be, and every of them, and every part and parcel there-", with their and every of their appurtenances. And also, all the estate, att, interest, use, trust, property, possession, benesit, claim and wasd whatsoever, both at law and in equity of him the said G. D. T. mounder, reversion, expectancy or otherwise, of, in, to, or out of helme capital mansion-house, messuage or tenement, messuages, lands, bothaments and premisses hereby granted and released, or mentioned minumed fo to be, and every or any of them, and every or any part "pure thereof: To have and to hold the faid capital mansion-house, Habendum. refuge or tenement, mefluages, lands, hereditaments and premises bein-before mentioned, and intended to be hereby granted and releafed with their and every of their appurtenances unto the faid C. C. and labeirs, for and during the term of the natural life of the faid G. D. T. whe ferral uses, intents and purposes and upon the trusts herein-after minioused, expressed and declared of and concerning, the same, (that is to fay,) to the use, intent and purpose, that the said C. W. his excusors, administrators and assigns, shall and may, from and imreflately after the decease of the said C. T. in case the said G. D. T. happen to survive the said C. T. have, receive, take and win yearly, and every year, for and during the term of the nadarge, or amount from of 600 l. of lawful money of Great-Britain, darged and chargeable, upon, and to be yearly issuing and payable, had, annuity. mired, perceived, and taken by and out of the faid capital manfionlank, melluage or tenement, melluages, lands, hereditaments and preberein-before particularly described and mentioned, and intended whe hereby and released, and every or any part thereof, and to be paid myable to him the said C. W. his executors, administrators and at or in the common Dining-hall of Lincoln's-Inn, in the coun-I'm Middlesex, by four even and equal quarterly payments between the of ten and twelve o'clock in the forenoon of the feveral most usual tales, or days of payment in the year, (that is to say,) on the feast of the Michael the Archangel, the feast of the birth of our Lord Christ, be feaff of the annunciation of the Bleffed Virgin Mary, and the feaft the Nativity of St. John the Baptift, yearly and every year, by even and equal parts and portions. And in case the said G. D. T. shall hap-Pa to die after any of the faid quarterly days of payment, then a proprimable part of the said annuity, yearly rent charge, or annual sum flool, to be paid and payable for the time that shall have elapsed bewere fach of the faid feast days as shall next happen before the day of the decease of the said G. D. T. and the day of his death. And the Vol. V. first

Free from

first payment of the said annuity, yearly rent charge, or annual sum of 600 /. to be made on such of the aforesaid feasts or days of payment as shall happen next after the decease of the said C. T. he dying in the lifetime of the faid G. D. T. And all the faid payments to be made free and clear from and without any manner of deduction or abatement whatfoever, out of the same, or any part thereof, for or in respect or on account of any taxes, rates, charges, affeliments, or impolitions whatfoever, already taxed, charged or imposed, or to be taxed, charged or imposed, upon the said annuity, yearly rent-charge, or annual sum of 600 l. or upon the faid capital manfion-house, messuage or tenement, messuages, lands, hereditaments and premises, hereby granted and released and charged therewith, or any part thereof, or upon the said C. W. his executors, administrators or assigns, or upon the said G. D. T. for or in respect of the same by authority of parliament or otherwise howfoever, or for or in respect of any other matter, cause, or thing whatfoever, or any other reprifes whatfoever. And to the further intent and purpose, that in case the said annuity, clear yearly rent-charge, or annual sum of 600 l. or any part thereof, shall happen at any time or times to be behind or unpaid, in the whole or in part, for or by the space of twenty days next over or after any of the faid days or times whereon the same is herein before limited and appointed to be paid as aforefaid; then, and from thenceforth, and so often and from time to time as it shall so happen, it shall and may be lawful to and for the said C. W. his executors, administrators and assigns, during the life of him the said G. D. T. into and upon all and every the said capital mansion-house, farms, lands, tenements, hereditaments and premisses, herein-before particularly described, and hereby granted and released, and charged with the payment of the faid annuity, clear yearly rent-charge, or annual sum of 600 l. as aforesaid, or into or upon any part thereof, to enter and distrain, and the distress and distresses then and there found, to take, lead, drive, carry away and impound, and the same in pound to detain and keep, until the faid annuity, clear yearly rent-charge or annual fum of 600 l. and all arrears thereof so unpaid, and all costs, charges and expences whatfoever, attending the making and keeping fuch distress and distresses, shall be fully satisfied and paid, and in default of payment in due time after any fuch diffress or distresses shall be fo taken, to appraise and fell, and dispose of the same distress or distresses in the fame manner as landlords are impowered by any act or acts of parliament to dispose of distresses taken for recovery of rents reserved on leafes or demifes for years, or otherwife to demean themfelves, according to law, to the intent that the faid C. W. his executors, administrators or assigns, shall be fully satisfied and paid the said annuity, clear yearly rent-charge or annual fum of 600 l. and every part thereof, and all arrears of the fame, and all damages to be fulfained by reason of the non-payment thereof, and all cofts, charges and expences attending the recovery thereof, or of any part thereof, at the days and times in that behalf herein before mentioned; and also to the further use, intent and purpole that if the faid annuity, clear yearly rent-charge or annual fum of 600 l. or any part thereof, shall at any time or times hereafter, happen to be behind or unpaid for or by the space of forty days next over or after any of the faid days or times herein before limited and appointed for payment thereof, as aforesaid; then and in such case, and so of-

Power of diftrefs,

And entry.

to and from time to time as it shall so happen, although no formal deand thall have been made of the faid annuity, rent-charge, or yearly s, or of the arrears thereof, it shall and may be lawful to and for the BCW. his executors or affigns, during the life of him the faid D. L into or upon all and fingular the said capital mansion house, ge or tenement, lands, hereditaments and premises herein before and hereby granted, and released and charged epayment of the said clear yearly rent-charge as aforesaid, and and spon every or any part thereof, in the name of the whole to enand the same peaceably and quietly to have, hold, possess, occupy wy, and the rents, issues and profits thereof, and of every part 4 to have, receive and take, to and for his and their own use and , until he or they shall thereby, or therewith or otherwise, be fully and paid the faid annuity, clear yearly rent-charge or annual fum and every part thereof, and all arrears of the same, or so much s shall be then remaining due and unpaid; and also so much s may have incurred, or as shall incur or grow due during such n; and all losses, costs, charges, damages and expences which C. W. his executors, administrators or assigns, shall or may pay, expend or be put unto, for or by reason or on account of such apon and perception of the rents and profits of the same premises, damages that he or they shall then have had or sustained by reason of payment of the said annuity, clear yearly rent-charge or annual 14 600 l. or of any part thereof, and subject to the said annuity and remedies aforefaid for the recovery thereof, to the use and behoof and alligns. Upon Truft, that if the faid To truftee in d clear yearly rent charge, or annual fum of 600 % or any part fee in trust. tof, shall happen to be behind, or in arrear or unpaid, by the space to days next over or after any of the faid days herein before limited pointed for payment thereof as aforesaid; Then and so often as it happen, that he the faid C. C. his heirs or affigns, shall and do, and out of the yearly rents, issues, and profits of the said capital -house, messuages or tenements, lands, hereditaments and pre-6 to him granted and released as aforesaid, or by mortgage of the primites, or any part thereof, or demiling the same, or any part for any term or number of years determinable upon the life of G. D. T. redeemable upon payment of the money to be borthereon with legal interest, or by bringing any action or actions the occupiers of the faid premiles, or any of them, for the reof the rent or rents which shall be then in arrear, or by making is upon the fame premifes, or any part thereof, or by all or any of ways or means aforefaid, or by fuch other ways and means as the C. his heirs or affigns shall think fit, raife and levy such sum and money as shall be sufficient from time to time to pay and satisfy the faid C. W. his executors, administrators and assigns, during ney to pay the shim the said G. D. T. if he survives the said C. T. the said annuity. they, clear yearly rent-charge, or annual fum of 600 % or fo much a hall from time to time so happen to be in arrear, behind or together also with all such losses, costs, charges, damages, and expences, as he the faid C. C. his heirs or assigns, or the C. R. bis executors, administrators or assigns, shall sustain, expend,

Covenant for the payment of the annuity.

That grantor feifed in fee.

Good right to convey.

Open to diftress and entry. or be put unto for or by reason or on account of the non-payment thereof, at the days and times and in manner first herein before mentioned for payment thereof, or otherwise in the execution of the trust herein before declared concerning the same accordingly, and after payment thereof shall and do pay and apply the residue and overplus of the rents, issues, and profits of the same premises over and above what shall be requisite and sufficient to pay the said annuity, yearly rent charge, or annual fum of 600 L and all arrears thereof, and all fuch costs, charges, damages and expences as aforefaid, together with all expences attending the faid trults, or to fuffer the same to be had and received, and taken by the faid G. D. F. during the term of his life. And the faid G. D. T. for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said C. W. his executors, administrators and affigns, that he the said G. D. T. shall and will, yearly and every year, for and during the term of the natural life of the said G. D. T. in case he shall survive the said C. T. well and truly pay, or cause to be paid unto the said C. W. his executors, administrators or assigns, the said annuity, clear yearly rent-charge, or annual sum of 600 l. of lawful money of Great Britain, free from all taxes, charges. and deductions what loever, parliamentary or otherwise, at the days and times, and in such manner and form as is or are herein before mentioned, for payment thereof, according to the true intent and meaning of these presents. And the said G. D. T. doth hereby for himself, his heirs, executors and administrators, covenant, promise, grant and agree to and with the faid C. C. his heirs and assigns, in manner following, that is to fay, that he the faid G. D. T. is now lawfully, rightfully, and absolutely seifed of, or otherwise entitled (subject to the estate for life of the faid C. T.) to all and every the faid hereditaments and premises herein before mentioned and intended to be hereby granted and released, with the appurtenances, for and during the term of his natural life; and now bath in himself good right, sull power, and lawful and absolute authority (subject as aforesaid) to grant, release and affure all and singular the faid hereditaments and premises, with their appurtenances, unto the said C. C. and his heirs, in manner, to the uses, and for the purposes aforefaid, according to the purport, true intent and meaning of these prefents; and also that he the said G. D. T. hath in himself good right, full power, and lawful and absolute authority, to charge the said premises with the payment of the faid annuity, clear yearly rent-charge, or annual sum of 600 h unto the said C. W. his executors, administrators and affigns, for the term of the natural life of the faid G. D. T. in case he shall happen to survive the said C. T. in manner aforesaid. further, that the faid capital manifon-house, messuages or tenements, lands, hereditaments and premifes, herein before by these presents granted and released, or mentioned and intended so to be, and every part and parcel thereof, shall and may, from time to time, during the life of the faid G. D. T. in case he shall happen to survive the said C. T. remain, continue and be open and fufficient to and for the diffress and entry of the faid C. W. his executors, administrators or assigns, in case of nonpayment to him or them of the faid annuity, clear yearly rent-charge or annual sum of 600 l. at the days or times and in the manner and form herein before mentioned for payment thereof, without any disturbance or interruption of or by him the faid G. D. T. or of or by any other perfor

putton or persons who missever, and that free and clear, and freely and warly acquitted, exotterated and discharged, or otherwise by the said \$.0.7. his beirs, executors or administrators, well and sufficiently but, defended, kept, harmless and indemnisted of, from and against all Free from inhister and other gifes, grants, bargains, fales, leafes, mortgages, affigh- cumbrances. to, jointeres, dowers, and thirds, right and title of dower and tules, estates, truste, wills, entails, annuities, judgments, remissions, extents, executions, commissions, rents and arrears of m, jearly and gross farms of money, and of, from and against all and figur effaces, titres, troubles, levies, burthens, charges and incumbics whatloever (other than and except the estate for life of the said \$1. and his affigues therein as aforefaid). And further, that he the 6. D. T. shell and will from time to time, and at all times during were of his natural life, in case he shall happen to survive the said If a the reasonable request of the said C. C. his heirs or assigns, but the proper costs and charges of him the said G. D. T. produce and Production of math, or cause or procure to be produced and shewn forth, whole, title deeds. mached, and andefaced in any court of courts of record, or other Mature at elsewhere, to him the said C. C. his heirs or assigns, or the best they shall appoint, all fuch deeds, evidences and writings, the faid G. W. his executors, administrators or assigns, to the mainly, clear yearly rent-charge, or annual futh of 600 l. And money, that he the faid G. D. T. and all and every other person or whomsoever, now having, or who shall or may at any time herethe br lawfully or equitably claim any estate, right, title, use, with interest, of, in, to or out of any of the said hereditaments and fulls, hereby granted and released, or expressed and intended so to Further ash and part of partel thereof, shall and will, from time to time, and furance. All times during the life of the laid G. D. T. in case he shall happen Mirrire the fald C. T. at the request of him the faid C. W. his exe-Min administrators or alligns, but at the rosts and charges of him the M.C. W. make, do, acknowledge, fevy, fuffer and execute, or cause *promie to be made, done, acknowledged, levied, suffered and exeall and every fuch further and other lawful and reasonable the detas, affiguments, conveyances and affurances in the law whatfire, for the further, better, more perfect and absolute granting and while of the faid premifes herein before mentioned and intended to be bitly granted and released to the said C D, and his heirs, and to the ind for the purposes herein before mentioned, expressed, and deand of and concerning the fame, and for limiting and appointing of Mil absenty, or clear yearly rent-charge or annual fum of 600 /. from all theductions, unto the faid C. W. his exceutors, adminiwhite the affigure; for and during the natural life of the faid G. D. T. at he fall survive the said C. T. in manner aforesaid, as by the said C. Its heirs and affigns, or by the faid C. W. his executors, admithing or affigne, or any of them, or their or any of their counsel, be trasonably devised, advised or required. And Whereas the faid Recital of a G.D.T. hath executed a bond or obligation, bearing even date with bond, the presents, and entered into by him the said G. D. T. to the said CW. in the penal fum of 2400 L conditioned for the payment of one annuity

And of a judgment.

Declaration concerning the fame.

Proviso, and covenant.

annuity of or clear yearly fum of 600 l. to the faid C. W. his executors, administrators and assigns, and performance of the covenants in this indenture contained; and also hath duly executed a warrant of attorney for confeshing judgment thereon, and which said judgment is intended to he entered on record in his majesty's court of king's bench, as of Trinity term now last past, or of some other subsequent term. Now this Indenture further Witnesseth, and it is hereby declared, that the said annuity secured by the said bond is the same annuity or yearly sum as is meant or intended to be secured by these presents as aforesaid; and that the faid judgment upon the aforefaid bond to the faid C. W. is intended to be entered up. And the faid C. W. his executors, administrators and assigns, is and are to stand and be possessed thereof, and of all benefit and advantages to be had and taken thereby as a collateral security only. And for the better and more effectual payment of the faid annuity, or clear yearly sum of 600 l. to the said C. W. his executors, administrators and affigns, during the life of the faid G. D. T. in case he survives the faid C. T. at the feveral days and times, and in the manner herein before limited and appointed for payment thereof; and that no execution or executions shall be issued or taken out upon the judgment, unless and until some one quarterly payment of the said annuity, shall be in arrear for the space of 21 days next after some or one of the said herein before limited and appointed for payment thereof. Provided always, and it is hereby further declared and agreed by and between the faid parties to these presents, and the true intent and meaning of these presents, and the parties hereto is; and the said G. D. T. doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree to and with the faid C. W. his executors, administrators and assigns. that when and so often as the said annuity, or any part thereof, shall be in arrear or unpaid by the space of 21 days next over or after any or either of the faid days or times herein before mentioned or appointed for payment thereof; that then and so often, and in any such case, it shall and may be lawful to and for the faid C. W his executors, administrators or affigns, to fue out fuch execution or executions upon or by virtue of the faid judgment herein before mentioned, as he or they shall think fit or be advised for the recovery of the arrears of the said annuity or yearly fum of 600 l. and all costs and charges which the said C. W. his executors, administrators or affigns, or any of them, shall bear, pay, fustain, or be put unto by or by reason or by means of the non-payment of the same annuity, or any part thereof. And that it shall not be neceffary for the said C. W. his executors, administrators or assigns, to revive or cause the said judgment to be revived, or to do any act, matter or thing to keep the same on foot, notwithstanding the said judgment shall have been entered on record for the space of one year or upwards, and notwithflanding any rule or practice of the court in which the Taid judgment shall be entered on record to the contrary; and that he the faid G. D. T. shall not, nor will have, take or receive, any advantage for want of reviving or keeping the faid judgment on foot. In Witnefe

Good of an Annuity secured upon the Residuum of a Testator's Real and Personal Eflate, and of the faid Residuum, with very special Co-

THIS Indenture made the ____ of ___, 1783, Between Parties. B. J. of, &c. of the one part, and J. B. of, &c. of the other Whereas the said J. B. hath contracted and agreed with the said 17 for the absolute purchase of one clear annuity or yearly sum of Contract for mol of lawful money of Great Britain, to be paid to the faid J. B. purchase of an mexecutors, administrators or assigns, free from all taxes and deduc- annuity. mes whatfoever, for and during the life of the faid B. J. at or for the pass or fum of 600 l. Now this Indenture Witnesseth, that for and in configuration of the faid sum of 600 l. of lawful money of Great Bri- The considerain, to the faid B. J. in hand and truly paid by the faid J. B. at or be- tion. farthe fealing and delivery of these presents, being in full for the absopurchase of the said annuity or clear yearly sum of 100 l. the receipt whereof the faid B. J. doth hereby acknowledge, and of and from the me, and every part thereof, doth acquit, release, exonerate and for our discharge the said J. B. his executors, administrators and assigns, meters of them, by these presents. He the said B. J. for himself, is beirs, executors and administrators, hath given, granted, bargized, fold and confirmed, and by these presents doth give, grant, bar- The grant. gam, sell and confirm unto the faid J. B. his executors, administrauns and affigue, for and during the term of the natural life of him the B. J. one annuity, or clear yearly fum of 100 l. of lawful money of Great Britain, free and clear of and from all taxes and deductions hatloever, to have, receive, take and enjoy the said annuity, or clear realy som of 100 l. unto the faid J B. his executors, administrators The habendum. and alligns, for and during the life of the faid B. J. and to be paid and peyable quarterly unto him the faid J. B. his executors, administrators and affigues, at or in the common diving-hall of Lincoln's Inn, in the county of Middlesex, by four even and equal quarterly payments, beween the hours of ten and four of the clock in the forenoon, of the kitral and respective days and times hereinaster mentioned, (that is to by on the 7th day of January, the 7th day of April, the 7th day of Days of pay-July, and the 7th day of Ollober, in every year, by even and equal ments. partions, during the life of the said B. J. the first payment to begin and the made on the 7th day of January next ensuing the date of these prelent, free from all deductions and abatements whatfoever, together Covenant for and a proportionable part of such annuity or yearly sum of 100% for the payment of thetime which shall elapse between the last of the faid days of payment a proportional Freeding the decease of the faid B. J. and of such his decease, which part of the last proponionable part, he the faid B. J. for himself, his heirs, evecutors quarter's anand administrators, doth hereby covenant, promise and agree, to and nuity. with the said 7. B. his executors, administrators and assigns, that be the said J. R. his executors, administrators and assigns, shall be mitted to and shall be paid accordingly: And whereas, H. J. of Recitalof awill. Ca in and by his last will and testament, in writing duly executed and attested,

attelled, bearing date on or about the 6th day of August, did, amongst other things, devise and bequeath unto 7. M. E. B. and 7. G. their heirs, executors, administrators and assigns, certain estates therein particularly mentioned and described, Upon trust, that they the said devilces and trustees, should as soon as convenient after his decease, sell and dispose of the same for the best price that could be got, and did direct that the money to arise and be produced by such sale of the said estates, and also the said premisses until sold, should be considered as part of the residuum of his personal estate, and be subject to the trusts and purpoles therein after by him directed, concerning fuch the refidume, and as to all the rest and residue of his personal estate of what nature or kind soever, or wheresoever, And as to his government and other secufities, wherein or whereupon the same or any part thereof, was laid out or invested, he gave and bequeathed the same unto the said Y. M. E. B. and J. G. (which faid J. M. E. B. and J. G. he did thereby appoint executors of that his last will,) and to their executors, administrators and affigus, upon the feveral trufts, and to and for the feveral uses, intents and purposes, thereinafter by him directed and declared: And as for, and concerning such part of the said residuum of his personal estate, as his said executors and trustees should not deem necessary to appropriate and fet a part to answer the several trusts and purposes, therein before particularly expressed and declared, And also, all such part of his personal estate as should be so appropriated and set a-part, when, and as the respective trusts thereby particularly declared concerning the same, should cease, determine or be performed, And also, all the annual interest, dividend and profits and produce of his faid perfonal estate, which should be set a-part and appropriated as aforesaid, over and above what would be sufficient to make good, answer and pay the several and respective payments therein-before charged thereupon, and made payable thereout, he thereby willed and directed his faid executors should from time to time, lay out and invest the same, And also all the annual interest, dividends, profits and produce from time to time, to arife, be had, made and received in respect thereof, in some one or more of the public funds, to accumulate until his grandfon B. 7. (party hereto) the eldest son of his son M. J. should have attained his age of 25 years, then his said trustees should, (and he did thereby so direct) from time to time, pay to his faid grandfon B 7, for and during the term of his natural life, the whole interest, dividends, and income of the said residuum of his personal estate not before disposed of, and all the increase, accumulations and improvements thereof, from time to time happened and happening to and for his own proper use and benefit, and did thereby direct, that as foon as any of the faid truffees or executors should die, that the two survivors of them should immediately proceed to nominate and appoint another fit person at their discretion to be a trustee in the place of him so dying, and that so from time to time, as often as any one truftee should die, the two survivors should nominate and appoint another, it being his defire and intention always to have three existing trustees, and he did thereby direct that from time to time, on every nomination and appointment of a new or additional truffee, all the faid trults, estates and premisses, or so much thereof as should from time to time remain undisposed of, or the trusts whereof should then remain unperformed, should be so often affigned over, so as the

might, from time to time, be legally and effectually vested in such bridge or former truftees or truftee, and in such new trustees only. mathe trufts therein declared of and concerning the same respectively, witht such new trustee and trustees should and might, from time to to the execution of the faid trusts with the faid former trustees war, as the case should happen, as fully and effectually to all inmand purpoles as if he or they had been originally named a trustee Mees in that his faid will, for the purposes aforesaid. And Whereas, ill H. 7. departed this life, on or about the ——— day of May, year of our Lord 177-, possessed of a very considerable personal t, without revoking or altering the said bequest to the said B. 7. be faid J. M. E. B. and J. G. duly proved the faid will in the ec-Middle court of the archbishop of Canterbury, and took upon thema, the execution thereof. And Whereas, the Maid B. J. attained wer of twenty-five years on or about, &c. &c. and thereupon bemended to the interest, dividends and profits of the faid residuum the faid teflator's real and personal estate, subject to the charges by will and several codicils made thereupon, during the term of his life: And Whereas, the said J. M. died, on or about the And became in-tay of ______ in the year of our Lord 17— and the said E. B. titled to the in-1.G. afterwards by virtue of the power vested in them, by the me per recited will, chose R. S. to be a trustee in the room of the M. deceased: And Whereas, the said E. B. afterwards died. Whereas, the said B. J. since his attaining his said age of twenty-Fyan, and in, or about Trihity term, 1782, exhibited his bill of whim, in the high court of chancery as plaintiff, against the said J. R. S. and others defendants, to have a discovery of the said teseffects, to fecure and inforce the performance of the faid trults in he had recited will expressed, and for other matters therein mentioned Men forth. And Whereas, by the answer of the said J. G. and R. the then trustees to the said bill, it was admitted that the residuum in their hands amounted to the fum stated in the schedule annexed and herein-after particularly mentioned, (that is to fay,) 2000 l. South-Sea Stock, 5000 l. East-India Stock, 5,400 l. Bank 16,200 l. 5 per cents, 1741, &c. &c. the interest, dividends produce of which, amounting annually to the sum of 2466 1. Sub-Muthe following charges and annuities by the faid testator charged that is to say,) 30 1. to _____, &c. &c. amounting in the which the yearly fum of 1780 % after the payment of which, there mained 686 l. being the interest, dividends and produce of the said refidum of the faid tellator's personal estate bequeathed to the said If during the term of his natural life: And whereas, the faid J. Death of another Mose of the annuitants under the faid testator's will departed this life tant in the will or about the — day of — in the year of our Lord which the faid annuity or yearly sum of 100 /. fell into the said reffe of the faid testator's estate, and increased the interest and divitack thereof to the sum of 7861. And Whereas, by a decree or de- Decree in the und order of the faid court, bearing date on or about the ---- day of tourt of chan-1783, made and pronounced in the said cause, the court did, other things, order and decree that the trusts contained in the the in part recited will, should be confirmed and carried into execuhas, and that it should be referred to a master to take an account of the

And of the death of the tef-

And of the probate of the will.

And that legatee attained his age of twenty-

terest, Ve of faid refiduum.

Death of a truftec.

And choice of another in his

Bill in chancery Defendant's and

Further fums of money.

And that the grantor is in the receipt, &c.

Agreement to charge faid annuity on the refiduum of the teltator's citates.

Consideration.

Transfer of the

Habendura.

Upon truft.

To pay and retain to himfelf the faid annuity.

With all costs and expences,

faid teffator's real and personal estates, and that the money in the funds in the hands of the faid rruftees, should be transferred into the name of the accountant general of the faid court, to attend the further order of the faid court in the faul cause: And Whereas, the master's report in the said cause hath not yet been made, nor the monies in the funds transferred into the name of the faid accountant general; And Whereas, the faid B. 7. is now in the receipt of the faid annual fum of 786 1 being the interest, dividends and profits of the said now residuum of the said tellator's personal citate: And Whereas, upon the treaty for the purchase of the said annuity or clear yearly sum of 100 l. it was agreed between the said B. J. and J. B. that for effectually securing the payment thereof unto the said J. B. his executors, administrators and assigns. he the faid B. J. should grant, assign, transfer and make over unto the. faid 7. B. all that the present or future interest, dividends and produce of the residuum of the said testator's personal effects, so given or devised, to the faid B. J. during the term of his natural life, with all the powers : and remedies in him the faid B. J. velled for fecuring, inforcing and recovering the payment thereof, in the manner and form and upon the trusts herein after mentioned. Now this Indenture winnesseth, that in pursuance of the said agreement and for carrying the same into execution and for the confiderations aforefaid, he the faid B. J. hath granted, bargained, fold, assigned, transferred and set over ratified and confirmed, And by these presents doth bargain, sell, assign, transfer and set over. and ratify and confirm unto the faid J. B. his executors, administrators and affigns, All and every the interest, dividends and produce now accruing and arifing, or from time to time, or at any times hereafter during the natural life of the said B. J. to accrue or arise on the residuum or surplus of the said testator's said personal estate, to which the said : B. J. is, or at any time hereafter, shall be intitled under or by virtue of the faid recited will for his life as aforefaid, and all powers and reme- 1 dies at law or in equity, velted in him the faid B. J. for securing or enforcing the payment of or recovering the same, and all benefit and To bave and to hold, receive, perceive, take and : advantage thereof. enjoy the said present and suture interest, dividends and produce of the said residuum of the said testator's real and personal estate and essects hereby affigued or expressed or intended so to be, and all future and growing payments thereof, and all advantage and benefit thereof, unto the faid 7. B. his executors, administrators and assigns from henceforth. for, and during the term of the natural life of the faid B. J. Upon the Trusts nevertbeless, and to and for the ends, intents and purposes, and under and subject to the provisoes, declarations and agreements hereinafter expressed and declared of, and concerning the same, (that is to fay,) Upon Truft, that he the faid J. B. his executors, administrators or assigns, shall and do, by, with, and out of the said interest, dividends and produce, of the fad tellator's personal effects so bequeathed to the said B. I for and during the term of his natural life, from time to time, pay and retain to himself, his heirs, executors, administrators and assigns, yearly and every year, for and during the life of the said B. J. the said annuity of 10c. l. of lawful money of Great Britain, at the days and times herein before mentioned for payment thereof, and in the next place shall, and do pay all the costs, charges and expences which the faid J. B. or his executors, administrators or alligns, shall suffer, sustain, or be put unto, for or by reason or means of the nonpayment

ment of the faid yearly fum of 100% or any part thereof, or the for a recovering, or the compelling the payment of the same, or appart thereof, or for, or in respect of any other matter, cause or thing theoreto, or to the trull hereby vested or reposed in third J. R his executors, administrators and assigns. And upon fur- Upon further In Ingl, that in case the said B. J. shall at any time hereafter seave trust. mingdom, whereby or by means whereof the said J. B. his execu- In case annuiadministrators or assigns shall be put to any extraordinary ex- tant leaves the tes, in, by or for infuring the life of him the faid B. J. then, that kingdom to re-the faid J. B. his executors, administrators or assigns, shall and may tain infurance. in, and pay all fuch extraordinary expences as he the faid 7. B his protors administrators or assigns thall be put to in respect thereof. Mally, shall and do pay the residue and remainder of the said inte- And to pay the dividends and produce of the faid refiduum of the faid testator's per- residue to the effects, bequeathed to the said B. J. during the term of his natu annuitant. Mile, unto the said B. J. or his assigns, for his or their own proper to benefit. And for the better and more effectual securing the Power of attormore payment of the faid annuity or clear yearly fum of 100 l. un- ney. bate faid J. B. his executors, administrators or assigns, it is hereby ackred and agreed, by and between the faid parties to thefe prints, that it shall and may be lawful to, and for the said 7. Linexecutors, administrators and assigns, and the said B. J. doth by refents fully and absolutely authorize and impower him and them, ime to time and at all times hereafter during the term of the natuwhen the faid B. 7. to ask, demand and receive of, and from the 1. G. and R. S. or either of them, and of and from the truffees or tudee for the time being, and of and from the accountant-general of the Gover of Chancery, and of and from all and every other person or perhas whomsoever interested or concerned therein, the said interest, diideads and produce of the faid refiduum of the faid teltator's personal esme, and every part thereof, and upon receipt thereof, or any part therest releases, acquittances and other proper discharges from time to time make and give for the same, either in the name or names of him the bid J. B. his executors, administrators or assigns, or in the name of the id B. J. just as occasion shall be and require, and upon non-payment dereof or of any part thereof, in the name or names and in the manner threfaid, to have and take, exercise, commence, carry on, and prosetate all fuch powers, remedies and expedients, courses, uses or means whatfoever, and in such manner as he the said B. J. might or could personally do in that behalf in case these presents had not been made, he be faid B. J. hereby constituting and appointing the faid J. B. his execours, administrators and affigue, his true and lawful attorney and atwines for that purpose, and with power to sublitute, depute and aplost under him and them any other person or persons from time to time in the same ends and purposes. And the said B. J. for himself, his Covenant for heir, executors and administrators, Doib covenant and agree to and payment of anwith the faid J. B. his executors, administrators and assigns by these nuity. Preents in manner following, (that is to fay,) That he the faid B. 7. hall and will, well and truly pay or cause to be paid unto the said J. B. in executors, administrators and assigns, for and during the term of the natural life of him the faid B. J. the faid annuity or clear yearly m of 100 /. free and clear of and from all taxes, charges and deduc-

Good right to grant andassign.

And is in the receipt of the premifits.

And hath not incumbered.

Exception.

And to appear at any office for infurance of lives.

And fhall not do any act to avoid the faid policy.

Power to apply by petition or court of chancery.

tions whatfoever, parliamentary or otherwise, at the places and times and in manner and form herein-before thentioned, And that he the find B. J. now hath in himself good right, full power and lawful and ab. folute authority to grant, bargain, fell, assign, transfer and set over unto the said J. B. his executors, administrators and assigns, the said interest, dividends and produce of the refiduum of the said tellator's perfonal estate in manner and form aforesaid, and that the said B. T now at the time of making and executing these presents is in the receipt and enjoyment and well intitled in possession to the interest, dividends and produce of the residuum of the said testator's personal estate, and that the faid B. T. hath not at any time or times heretofore made, done br committed, or suffered to be made, done or committed any act, deed, grant, affignment, matter or thing whatfoever, whereby or wherewith the faid interest, dividends and produce of the refiduum of the faid teltator's personal estate hereby granted or expressed or intended to to be, is, are, can, shall or may be in any wife charged, incumbered or affected, or annulled, extinguished, forfeited, or become void or voidable, except the three several annuities, amounting in the whole to the clear yearly sum of 350% granted by the said B. J. to the following persons, (viz.) one annuity of 150% to ---- of, Uz. another annuity of 100 L to _____ of &c. and another annuity of 100 L to _____ of &c. for and during the life of him the faid B. J. And offo, that the faid B. J. hall and will at any time or times hereafter, at the request of the faid J. B. his executors, administrators or assigns, appear in perfon as often as there shall be occasion for his so doing, (upon his having notice thereof,) at any office or place of infurance, or at any other place within the cities of London or Westminster, or shall send to him be them notice of his (the faid R. Ts.) place of abode, and if necessary vowehers or certificates of his the faid B. T's being living and of the state and condition of his health, in order that the faid J. B. his executors, adminif trators or assigns, may insure the life of him the said B. J. for the better and more effectual fecuring to him and them the faid annuity or yearly fum of 100 l. in the faid bond above-mentioned. And further, that the faid B. J. shall not not will do any act or thing, acts or things whatfoever, that shall or may in any way impeach or render void any policy or policies of infurance made by the faid I B. his executors, administrators or assigns, for insuring the life of the said B. J. And further, it is hereby agreed and declared and the faid B. J. doth covenant, prootherwise to the mise and agree to and with the said J. B. his executors and atiministrators, that he the faid B. J. his executors or administrators shall and may forthwith apply by petition or otherwise to the court of chancery to obtain an order to have the faid annuity of yearly fum of 100 l. paid to him the faid J. B. his executors, administrators or assigns, by the accountant general of the said court, by and out of the dividends, interest and produce of the said residuum of the said testator's personal eftate so given to the said B. J. during his life as aforesaid; and that he she said B. J. shall and will upon such application made by the said J. B. his executors, administrators or assigns, for obtaining an order to the faid accountant general for that purpole, confent thereto, and do and execute, or concur in doing or executing, all and every such act and deed, acts and deeds, as shall be requisite or expedient for or in any wife to facilitate the obtaining fuch order; and laitly, that he the

18.7. his executors, administrators and alligns, shall and will, from Further assurenime, and all times hereafter, at the request of the said J. B. rance. a the costs and charges of the said B. J. his exceutors, administraindaligns, make, do, acknowledge, execute and fuffer, or cause made, done, acknowledged, executed and fuffered, all and every Inher and other lawful and reasonable acts, deeds, affigurments, succes and affurances in the law whatfoever, for the further, beare perfect and absolute granting, affuring, and securing the said 7. B. his executors, administrators and assigns, and for the asand affuring to him or them for that purpose, the faid interest, is and profits of the laid residuum of the said testator's estate and b which the faid B. 7. is so entitled during his life as aspresaid, the faid J. B. his executors, administrators and assigns, or his or counsel, shall be reasonable advised, devised or required. And Recital of bond we the faid B, J. hath executed a bond or obligation bearing even for securing the with these presents, and entered into by him the said B. J. to the J.B. in the penal fum of 1200 l. conditioned for the payment of mity, or clear yearly fum of 100 L to the faid J. B. his execuadministrators or assigns, and performance of the covenants in this we contained, and alfo duly executed, a warrant of attorney for a judgment, and which faid judgment is intended to be en- And of a warbarccord in his majefty's court of king's bench at Westminster, as rant of attorney. Thinky Term last, or of some other subsequent term. Now this In. Declaration that the annuity for Witneffeth, and it is hereby declared and agreed by and between the annuity for the faid parties to these presents, that the said annuity secured by the said bond is the same annuity, or yearly sum as is meant and intended fame annuity, the keured by these presents as aforesaid; and that the said judgment as is secured by the aforefaid bond to the faid J. B. is intended to be entered up; this deed, w. the laid 7. B. his executors, administrators and assigns, is and are and be poffeffed thereof, and of all benefit and advantage ari-129d to be had or taken thereby as a collateral fecurity only. And the better and more effectual payment of the faid annuity, or clear fam of 100 l. to the faid J. B. his exceutors, administrators and during the life time of the faid B. J. at the loveral days and And that faid sand in the manner herein before limited and appointed for the pay- judgment is inthereof, and that no executions shall be issued or taken out upon tended to be enhaid judgment, unless and until some one quarterly payment of the tered up. squary shall be in arrear for the space of 21 days herein before liand appointed for payment thereof. Provided always, and it is And that no further declared and agreed by and between the faid parties to execution shall preferrs, and the true intent and meaning of these presents, and be taken out the faid parties hereto is; and the faid B. I for himself, his heirs, thereon, until, wors and administrators, does hereby covenant, promise and agree with the faid 7. B. his executors, administrators and affigns, that That on default and as often as the faid annuity, or any part thereof; shall be be- of payment for and unpaid by the space of 21 days next over or after any or ei- 21 days, it shall the faid days and times herein before mentioned or appointed for be lawful for thereof, that then, and fo often in every fuch case, it shall and the grantee to take lawful to and for the faid J. B. his executors, administrators and take out executors to fue out fach execution or executions upon or by virtue of the tion. ndgments herein before mentioned, as he or they shall think fit or

faid annuity,

Provifo.

And that it shall not be necessary for the said grantor to revive, &c. be advised for the recovery of the arrears of the said annuity or yearly sum of 100 l. and all costs and charges which the said J. B. his executors, administrators and assigns, or any of them, shall bear, pay, sustain or be put unto, by or by reason or means of the non-payment of the same annuity, or any part thereof, and that it shall not be necessary for the said J. B. his executors, administrators or assigns, to revive of cause the said judgment to be revived, or to do any act, matter, or thing to keep the same on soot, notwithstanding the said judgment shall have been entered on record for the space of one year or upwards, and notwithstanding any rule or practice of the court in which the said judgment shall be entered on record to the contrary, and that he the said B. J. shall not or will have take or receive any advantage for want of reviving or keeping the said judgment on foot. In Witness, &c. J. J. P.

A Grant of Rent for a Marriage Settlement.

Confideration.

Grant.

Habendum for

Power to diftrain upon non-payment.

HIS Indenture, made, &c. Between E. G. of, &c. of the one part, and R. R. and J. G. son and heir apparent of the said E. G of the other part: Whereas there is a marriage intended shortly to be had and solemnized betwirt the said J. G. and A. R. daughter of the Said R. R. Now this Indenture Witneffeth, that for and in consideration of the faid intended marriage, and of the sum of ten thousand pounds of lawful money of Great Britain, to him the said E. G. as the marriage portion of the said A. by the said R. R. at or before the ensealing and delivery of these presents well and truly paid, the receipt whereof the faid E. G. doth hereby acknowledge: And for providing a prefent maintenance for the faid E. G. and A. R. during the life of the faid E. G. in case the said intended marriage shall take effect, he the said E. C. Hath given, granted and confirmed, and by these presents Dath give, grant and confirm, unto the faid J. R. one annuity or yearly rentcharge of eight hundred pounds of lawful money of Great Britain, to be yearly issuing and going out of the manor or lordship of D. and all and fingular the meffuages, lands, tenements and hereditaments whatsoever of the said G. situate, lying and being in the said parish of D. in the faid county of, &c. To have and to hold, perceive, and yearly to receive, take and enjoy the faid annuity or yearly rent-charge of eight hundred pounds to the faid J. G. and his assigns, for and during the term of 90 years, commencing immediately from and after the folemoization of the said intended marriage, and sully to be compleat and ended. if the faid E. G. and J. G. shall so long jointly live, and to be payable yearly, at the four most usual feasts or terms in the year, (that is to say) the Annunciation of the Bleffed Virgin Mary, the feast of St. John Baptist the feast of St. Michael the Archangel, and the Birth of our Blessed Lord and Saviour Jesus Christ, by even and equal portions, the first payment thereof to begin and be made at the feast of the Annunciation next ensuing the solemnization of the said intended marriage: And the faid E. G. doth hereby further grant and agree, That if it shall happen the faid annuity or yearly rent-charge of eight hundred pounds per annum, or any part thereof, be behind or unpaid at any of the days and

is whereon the same ought to be paid, that then and so often it shall may be lawful to and for the said J. G. into and upon the said n, messages, lands, tenements, hereditaments and premisses, out hich the faid yearly rent is granted, or mentioned to be granted, isting or mentioned to be issuing as aforesaid, and into every or per or parcel thereof, at his and their liberty, choice and pleasure. and distrain for the said yearly rent of eight hundred pounds. means thereof, and the distress and distresses then and there so wake, lead, drive or carry away, and impound, and in pound and keep, until the same yearly rent of eight hundred pounds, arrears thereof, for which such distress or distresses shall be made staid, shall be unto the said J. G. or his assigns fully satisfied, ated and paid: And further, if it shall happen that the said yearly Clause of entry. wasy part thereof, be behind and unpaid by the space of forty aext after any of the said days, on which the same ought to have and may be lawful to and for the said J. G. and his assigns, into pon the faid manor, meffuages, lands, tenements, hereditaments, and fingular other the premisses, out of which the said yearly granted, or hereby mentioned to be granted, to be issuing, or mento be iffuing as aforefaid, and into every or any part or parcel sat his and their liberty to enter, and the same to retain, hold tep, until the same yearly rent of eight hundred pounds, and part thereof, of such part or parts of the said yearly rent of eight ed pounds, and every part thereof, or fuch part or parts of the early rent, and of the arrearages thereof, as shall be then behind inpaid, and all damages, colts, charges and expences in and or by reason of any non-payment of the same happening, out of nts, issues and profits thereof, shall be fully satisfied, contented aid: And the said E. G. doth hereby for himself, his heirs, exe-Covenant that and administrators, covenant, promise and grant to and with the he is tenant for F.G. his executors and administrators, that for and notwithstand- life, y act or thing by the said E. G. had, made, done, committed or ed to the contrary, he is rightfully and lawfully feifed of and in id manors. messuages, lands, tenements, hereditaments and pre-, for and during the term of his natural life : And hath full power And hath powawful authority by these presents, to charge the said premisses, er to settle. very part thereof, with the faid yearly rent of eight hundred s, in manner and form aforesaid. And that he will weil and truly Covenant to rend fatisfy the same, by quarterly payments, at such seasts, days pay the rent. s before appointed for the payment thereof, without any deon or abatement, for or by reason of any taxes or impositions whatthat shall be taxed, imposed or affessed upon the said rent-charge thundred pounds hereby granted or mentioned to be granted, or be faid J. G. or his alligns, for or by reason or in respect of the cat-charge, by any act of parliament already or hereafter to be And that he the said E. G. shall and will bear and pay the And to indem-and save and keep harmless and indemnissed the said J. G. and nify A. B. from gas, of and from the payment thereof. And further, the faid F. the payment himself, his heirs, executors and administrators, doth hereby co-thereof. spromise and agree to and with the said R. R. his executors and illustors, that if it shall happen the said J. G. die in the life-

The grantor will maintain all and every the children left by G. D. at his decease or in ventre

time of the faid B. G. leaving any child or children born, or in ventrifo more by him lawfully begotten upon the body of the faid A. R. In intended wife, That then the faid E. G. shall and will, at his own professor costs and charges, provide for, and well and sufficiently maintain at and every such child and children, with necessary and convenient mean drink, lodging, cloathing, attendance, education and provision suitable to their degree, quality, ages and conditions. In Winness, Sc.

Before Marriage, of an Annuity (or Pin-Money) upon Trust for the intended Wife's separate Use, over and above a Settlement of equal Date.

Recital of marriage intended.

And agreement to fettle pin-money.

Confidera-

Grant.

Habendum.

Clause of distress.

Covenant to pay the money.

Declaration. Truft.

HIS Indenture Tripartite, made, &c. Between G. P. of esq. of the first part, (the intended husband) T. B. one of the lister of Sir T. B. of -- (the intended wife) of the fecond part, and Si J. C. of - and J. C. of - (truffers) of the third part. a marriage is, by God's permission, intended to be shortly had and so lemnized between the faid G. P. and T. B. and the faid G. P. out of the great love and affection he hath and beareth to the faid T. his intendewife, hath agreed, over and above the fettlement and provision made for the faid T. on his faid intended marriage, by fettlement bearing equa date herewith, to fettle the annual fum of 100 h tax free, on the fai T. for her pin-money, during the jaint lives of the faid G. P. and T. A his intended wife: Now this Indenture witneffeth, that in performance of the faid agreement, and in confideration of the fum of 10 s. of, & to the faid G. P. by the faid Sir J. C. and J. C. in hand, Ge, the re ceipt, &c. He the faid G. P. Hath given, granted and confirmed, an by these presents Dath give, &c. unto the said Sir J. C. and J. C. Q annual fum, or yearly rent charge of 100 h to be iffuing and going ex of All that, &c. To have, hold, perceive, receive and enjoy the fale annual payment or yearly sum of 100 L to the said Sir F. C. and J. C. their heirs and affigns, during the joint lives of the faid G. P. and T. I to be paid quarterly at Christmas, Lady-Doy, Madfummer, and Micha mas, without any deduction or abatements for taxes parliamentary of others, or other matter or thing whatfoever; the first payment to b made on such of the said feasts as shall next happen after the soleman zation of the faid intended marriage; And if it shall happen that the faid annual sum or yearly sum of 100 l. be behind, &c. (change for way tees to diffrain on non-payment; and a covenant, that if the marriage tall effect, the hufband will pay the faid amuity, Vid. Tit. Covenants.) it is hereby declared and agreed by and between all the faid parties w these presents; that the said annual sum of 100 l. so granted to the said Sir J. C. and J. C. as aforefaid, is upon trust (to pur the fame to the wife) separate use, not with standing her coverture. Vid. Tit. Uses.) (Provide added; that if the annuity be behind for more than two years, no demand or distress to be made. Vid. Tit. Proviso. In Witness, &c.

Arrain and Sale in Confideration of Affection and Annuity of Stock in Abraban's Fund, by S. H. to T. T. and in Confideration thereof IT. grants S. H. an Annuity for Life.

HIS Indenture, made, &c. Between S. H. of, &c. of the one part, and T. T. of, Ge. of the other part, Witnesseth, that the Consideration I.H. for and in confideration of the affection she beareth towards I. T. and also in consideration of the annuity or yearly sum of wher the said S. H. yearly to be paid by the said T. T. his exes and administrators, during the term of the natural life of the 8. H. herein after granted, bargained and fold to the faid S. H. or or mentioned or intended so to be, and in consideration of of 5 s. of, &c. to the faid S. H. in hand paid by the faid T. Sale. Gr. the receipt, Gr. and for other, Gr. moving, Hath given, bargained and sold, and by these presents Doth give, &c. unid T. T. his executors and administrators, All the right, title, Of Stock. claim, property, share and demand of her the said S. H. of, To 7240 L in the flock or fund called or known by the name of then's Debt, London, and also, of, in and to the sum of 477 %. merly also in the said stock or fund, and which was paid off Scharged by the city of London aforesaid, on or about the 14th January, and which said several sums of 7240 l. and 477 l. 3d. have part of the personal estate of D. R. H. deceased, brother of 3. H. and amongst other things devised to them the said S. H. T. T. in and by the last will and testament of the said D. R. H. in the therein mentioned and expressed; To bave, bold and enjoy the Habendan h and every part and parcel thereof to him the said T. T. his exeand administrators, to and for the only use and behoof of him IT. T. his executors and administrators, to and for the only use betoof of him the fuid T.T. his executors and administrators. And Menture further witnesseth, that the said T. T. for and in confide- Consideration. of the grant and fale of the interest of her the said S. H. of, in the faid 7240 l. and also of, in and to the said 477 l. 3 d. as the faid in consideration of the sum of 5 s. of, &c. to the 7. 7. in hand paid, by the said S. H. at or before, C_c the receipt, for other, &c. moving, Hath given, granted, bargained and Grant. md by these presents Doth give, &c. unto the said S. H. and her by One annuity or yearly sum of 1941. To have, perceive, take Haband the same annuity to her the the said S. H. and her assigns, paid to the said S. H. or her assigns yearly, for and during the whether it is the first payment thereof to be made on ----- next the date of these presents, and so from henceforth to continue, The feid answitz in manner aforefaid. (Covenant, That T. T spail Covenants. The feid answitz in manner aforefaid; and that if S. H. survives Provises. To be having neither wife nor child at his death, his enecutors 19 8, H. 1500 l. Vid. Tit. Covenants; proviso, That after fayment.

puyment of the said 1500 l. 40 l. of the said annuity shall cease. Vid. Tit. Proviso.) In Witness, &c.

Of an Annuity or Rent-Charge, to commence after the Death of the Grantor, if the Grantee survives, iffuing out of all the Grantor's real Eflate.

faithful services.

Cashamation of THIS Indenture, made, &c. Between C. W. of, Gr. Elq: of the I one part, and C. D. of, &s of the other part, Witnesset, that as well for and in consideration of the past faithful services of the said G. D. towards the faid C. W. and for fecuring a provision immediately from and after the death of the said C. W. for the maintenance and support of the faid C. D. during his life, in case he the said C. D. shall forvive the said G. W. as for and in consideration of the sum of 19 s. to the faid C. W. in hand paid, by the faid C. D. at or before, G. the receipt, &c. and for divers, &c. be the faid C. W. Hath given, granted and confirmed, and by these presents Dath give, &c. unto the laid C. D. One annuity or yearly rent-charge of 5001. of, &c. to be iffuing and going out of all and every the meffuages, farm, lands, tenements hereditaments, and real estate whatsoever, of the said C. W. situate. Ec. To have bold, perceive, receive, take and enjoy the faid annuity or yearly rent-charge of 500 l. unto the said C.D. and his assigns, from and immediately after the death of the faid C. W. for and during the term of the natural life of the faid C. D. the annuity or yearly rest. charge of 500 l. to be payable and paid yearly in the Inner Temple Helli London, without any deduction, default or abatement, for or by realest of any charges of return, or any taxes, charges or alleliments whatleever imposed or to be imposed on the said annual sum of 500% or 04 the lands charged with the payments thereof, by authority of parliament. or otherwise how soever, at the sour most usual quarter-days or times of payment in the year, that is to say, at Lady Day, Midsummer, Michael mas, and Christmas, by equal portions; the first payment to begin and be made on such of the said days or times of payment, as shall first and next happen after the death of the said G. W. (Generants to different and enter on non-payment, vid. before, and tit. Covenants.) In Wa ness, &c.

Grant.

Habendum.

Grant of the next Twen or Right of Prefeutation to a Rollary a Parifb Church.

Confideration.

HIS Indenture, made, Gr. Between A. B. of, Esc. of the one part, and C. D. of, &c. of the other part, Winefish, that the faid A. B. for and in confideration of the fum of 1000 l. of lewful menew of Great Britain, to him in hand well and trady paid by the faid G D. at and before the fealing and delinery of these presents, the recent whereof he she faid A. B. doth hereby acknowledge, and thereof sa

descripes, and of and from every part and parcel thereof, doth acquiz, less and discharge the said C. D. his executors, administrators and s for ever by thele presents, Hath granted, bargained, fold, afand confirmed, and by these presents Doth grant, bargain, sell, Grant, read confirm unto the faid C D. his executors, administrators and the next turn or right of prefentation, avoidance, donation, noand free disposition of, in and to the rectory or parish church of he the chapel of D. P. annexed, in the country of S. and diocese hibos of W. and all meffuages, cottages, tenements, glebe lands, al other lands, meadows, pastures, seedings, tythes, oblations, ns, waters, fishings, profits, commodities, advantages, heres, rights, members and appurtenances wherfoever, to the faid parlocage church and chapel, every or any of them, respecpring, or in any wife appertaining, or therewith had, used, excepted or enjoyed, as part, parcel or member thereof, when thall become vacant by the death, cession, deprivation or resign of B. R. clerk, now incumbent thereof, or by any other ways whatfoever; To bave and to bold the faid next turn or right Habendum. estation, donation, nomination and free disposition to him the D. his executors, administrators and assigns, in order for him tto present one fit person to the said rectory, or church and charelaid, when the fame shall become vacant, to officiate in the same land chapel, and receive and take the rents, issues and profits of s, so and for his fole use and benefit. And the said A. B. for That grantor is his heirs, executors, administrators and assigns, doth covenant, lawful owner. grant and agree to and with the faid C. D. his executors, adpers and afligne, in manner following (that is to fay) That he A. B. is the true and lawful owner and patron of the faid recschurch and chapel aforesaid, and is thereof lawfully seised of fure, perfect and indefeasible estate of inheritance in fee simple; or, at the time of the scaling and delivery of these presents, hath And lawfully t, full power, and lawful and absolute authority to grant, har- seised and hath affure and confirm unto the faid C. D his executors, admi. power to grantless and alligne, the faid next presentation, donation, nomination, edisposition of the said rectory or church and chapel, in manner national and also that it shall and may be lawful to and for. That grantee C. D. his executors, administrators and assigns, to present some may present. to the next avoidance thereof, whenfoever the same shall bereid. And also that the said G D. his executors, administrators For quiet enjoystigns, and every of them, shall and lawfully may from time to time, ment. mall times hereafter, peaceably and quietly have, hold, use, occupy, sand enjoy the said next presentation or avoidance of the said reca church and chapel herein before granted, with their apputtewithout the lawful let, suit, trouble, molestation, interruption, disturbance or denial of him the said A. B. his heirs, execuadministrators and assigns, or any of them, or of any other person whatfoever, lawfully claiming or to claim the fame by, from, whim, them, or any of them. Provided always, and it is hereand between the said parties to these presents, and the said A B. per further for himself, his heirs, executors and administrators promise and agree to, and with the said C. D. his executors, Freers and affigue, that in case the said R. B the present incum-

bent of the said rectory, or parish church of C. aforesaid, shall at any time hereaster during such his incumbency, be created or promoted to the dignity of a bishop by means whereof the right of presentation to they same rectory or parish church may devolve upon, and be exercised by virtue of his majesty's royal prerogative in such cases, that then, and im su h cases it shall and may be lawful to, and for the said C. D. his executors, administrators and assigns to have, hold and enjoy the sirst or next turn or right of presentation, avoidance, collation, nomination and free dissostion of, and to the said rectory or parish church of C. aforesaid, when and after the same shall happen to become void by means of the death, resignation, cession or deprivation of the person so to be presented by virtue of his said majesty's prerogative royal as aforesaid, or in any other way or manner whatsoever, any thing herein before contained to the contrary thereof in any wise notwithslanding. In Winness whereof, &c.

Grant of the next Prefentation by Husband and Wife, in case the Living shall became void in the Wife's Life, it being Part of her Settled Estate for Life, with a Covenant to levy a Fine, Sur Concesserunt.

HIS Indenture made the - day of, &c. 1759, Between A. B. of — and E. B. his wife, of the one part, and C. D. of, Ge. of the other part. Whereas by virtue of one indenture of settlement, bearing date on or about the 14th day of Nevember 1739, and made or mentioned to be made between J. T. of W. &c. of the one part, and J. H. of, Ge. and J. W. of, Ge. of the other part, the advowsion and right of patronage of and unto the rectory and parish church of W. in the county of . with their feveral and respective rights, members and appurtenances, were, for the confiderations therein mentioned, settled and limited to the use of the said E. B. (then E. H.) for her life, with divers remainders over. And whereas the said C. D. hath contracted and agreed with the faid A. B. and E. his wife, for the purchase of the right of prefentation to the faid rectory and parish-church of W. when and so often as the same shall or may be, or may become void during the life of her the faid E. B. and is to give for fuch purchase the sum of 500 l. of lawful money of Great Britain, to be paid in the man-mer herein after mentioned. Now this Indenture Witneffeth, that forand in confideration of the fum of 100 l. of good and lawful money of Great Britain to the said A. B. and E. his wife, or one of them, in hand well and truly paid by the faid C. D. at or before the fealing and delivery of these presents, the receipt whereof is hereby acknowledged; And also in consideration of the further sum of 400 l. secured to be paid to the said A. B. and E. his wife, or one of them, within three months next after the death of the rev. G. A. the present incumbent of the said rectory or parish-church of W. in case he should happen to die in the life-time of the faid E. B. they the faid A. B. and E. his wife Have and each of them hath granted, bargained and fold, and by these presents Do, and each of them Doth grant, bargain and sell unto the said C. D. his executors, administrators and assigns, All that the right of prefentation,

gelestation, donation, collation and free disposition of, in and to the they and parish-church of W. in the said county of E. when and so he is the fame shall become void by the death, resignation or deprinot the rev. G. A. the present or any other incumbent thereof or **rife bowfoever,** in the life-time of the faid E. B. together with all profits, privileges, rights, members and appurtenances whatfoever time rectory and parish-church belonging, or in any wife apperor accepted, reputed, adjudged or taken to be as part, parcel or sthereof, and all the right, title, interest, property, claim and and whatfoever, of them the faid A.B. and E. his wife, or either of alawor in equity, of, in, or to the right of presentation and precomp part thereof, To bave and to bold the faid right of presen-Bof, in and to the faid rectory or parish-church of W herein before bargained and fold, or mentioned or intended fo to be, with the **b**, privileges, members and appurtenances thereof, unto the faid $oldsymbol{C}_{*}$. Minexecutors, administrators and assigns, during the life of the said the and for his and their own use and benefit. And for the better lame effectual granting, conveying and affuring the faid right of preis and premisses herein before granted unto the said $oldsymbol{c}.$ $oldsymbol{D}$ his exadministrators and assigns, he the said A B. for himself, his executors and administrators, and for the said E. his wife, doth Mant and grant to and with the faid C. D. his executors, administraundaffigns, that they the faid A. B. and E. his wife, or one of them, and will, as of Michaelmas term now next enfuing, or some other **pent** term, at the costs and charges of the faid C, D acknowledge key before his majesty's justices of the court of common pleas at infer, one fine fur concesserunt, according to the usual course of in such cases used, unto the said C. D. of the advowson of the wh of W. by such apt and convenient names and descriptions to asin the same, as shall be thought proper and requisite in that behalf, exe and to bold the same unto the said C D. his executors, administlacktriangle and affigns, during the life of the said $m{E}$. $m{B}$ to the uses, ends, inband purposes herein before limited and declared of and concerning light of presentation to the said parish-church of W. aforesaid, and to the use, intent or purpose whatsoever: And the said A. B. for himhis heirs, executors and administrators, and for the said E. his 4 doth hereby covenant and grant to and with the faid C. D. his exm, administrators and affigns, that they the said A B, and B. his now have in themselves, or one of them hath in himself or herself, light, Ge. to grant; And also that he the said C. D. his execuministrators or assigns, or some of them, shall and may from time e, and at all times hereafter, when and as often as the said rectory wish-church of W. aforefaid shall become void during the life of **L.D.** prefent any person duly qualified according to law, to be In the faid parish-church of W. aforefaid, in order to be instituted in the faid church; which person or persons so to be preby the faid C. D. his executors, administrators or assigns, and inand and inducted as aforefaid, shall and may peaceably and quietly, (The covenant for quiet enjoyment, free from incumbrances.) And their that they the faid A. B. and E. his wife and their heirs, and every other person or persons whosoever, having or lawfully ing, or which shall or may have or lawfully claim, any estate, right,

right, title, trust or interest of, in or to the said advantan, rectory or particular that after a said and the said and times during the life of the said E. make, do, acknowledge, &c. (The counness for further assurance). In Witness, &c.

Another Grant of an Advocuson of a Rectory and Parish Church.

HIS Indenture Tripartite, made, &c. between the right honour able P. earl of B. of the first part, the right honourable M. lord L. of the second part, and Sir T. A. of, &c. baronet, J. H. el Es. of the third part, Witneffeth, that for and in consideration of the fum of 5 s. of, Gz. to them the faid earl of B. and W. lord L. is. hand paid by the faid. Sir T. A. J. H. and F. B. at, &c. she receips Esc. He the said earl and the said W. lord L. by the direction and appointment of the faid earl, tellified by his being made a party to and his figning and sealing of these presents, Have and each of them Hath given and granted, and by these presents Do and each of them Doth give, Ele. unso them the faid Sir T. A. J. H. and F. B. their executors, administrators and assigns, All that the next and immediate advoyable, donetion, collation, presentation and free disposition of them the said earl and W. lord L. and either of them, of and to the rectory and parish church of Y. alias Y. in, &c. with its appurtenances, when the faid rectory and parish church of Y alias Y. shall become void in the life-time of the faid P. earl of B. by the death, refignation, deprivation, promotion, on cession of P. St. J. clerk, (the present incumbent thereof or otherwise); fo that it shall-and may be lawful to and for them the said Sir T. A. 7. H. and F. B. their executors, administrators or assigns, any fit perfon or persons, as the said earl of B. by writing under his hand shall nominate, direct or appoint, to the faid rectory, to the diocelan thereof, or any other competent judge in that behalf, to present, when the same present church shall become void, by any ways or means whatsoever, so as fuch avoidance happen in the life-time of the faid earl, and not otherwise. In Witness, &c. (interchangeably.) R. W.

Of a Presentation in Trust.

able R. earl of M. fendeth greeting. Know ye, and witness these presents, that the said R. earl of M. for the great kindness and esteem he has for T. B. doctor in divinity, and for divers other good causes and considerations him thereunto moving, he the said earl Hath (at the request and nomination of the said doctor T. B.) given and granted, and by these presents Doth give and grant unto the honourable C. M. (one of the commissioners of his majesty's treasury) and J. M: his brother, csq; their executors, administrators and assigns, the

in availance of, or presentation to the parish church of St. A. when is sime shall sext become void by the death or resignation of Dr. T. M. exacts incumbent there, or otherwise: To bave and to bold the said at swidance or presentation most the said G. M. and J. his brother, is executors, administrators and assigns, In Trust nevertheless for the IS. B. or such other person, as the said T. B his executors, administer or assigns, shall, in that behalf, nominate to be rector of the paid church of St. A. when it shall next become void. In Wilms is the said R. each of M. hath sex his hand and seather it the say in Normber, &co.

of the next Prefentation of a Rectory, made by Trustees and
Ceclay que Trust.

all to whom, Vo. S. S. H. wife of T. S. H. of, Gr. esq; and fifter and heir of the most noble E. late dutchess of, &c. de-M. H. of, Gr. efq; and H. F. of, Gr. gent. (which faid M. H. P. are the two acting executors and devilees in trult named in will and telfament of the dutchess) fend greeting. Know, ye, divers good causes and considerations hereunto specially moving is faid M. H. and H. F. by the special direction of the said A testified by her being party to, and signing and sealing these Have, and each of them Haib (pursuant to the powers and mes to them given in and by the faid will of the faid E. dutchefs c.) given and granted, and the said S. S. H. hath ratified, appointd confirmed, and by these presents they the said M. H. and H. F. each of them Doib fully, clearly and absolutely give and grant, hid S. S. H. docti ratify appoint and confirm unto W. B. of, &c. the mean advowfon, donation, collation, presentation and right of Re, of, in and to the rectory or parith church of, &c. in the coun-I with just right, free liberty and full power and authority to him W. B. whenfoever the faid rectory or church of M. C. shall hapwhe wid by the death, relignation, cellion of presentation of the M. B. the present incumbent, or otherwise, to present such sit person to the proper ordinary of the diocese for the time being, The the fald rectory or church, as rector thereof, as the faid W. B. which the without any the let, fuit or diffurbance of the faid S. S. H. and H. F. or claiming or to claim, by, from or under them, any In Witness whereof the said S. S. M. H. and H. F. hereatte fet their hands and leals this first day of, &c.

A Grant of Tythes.

HIS Indenture &c. Between A. of the one part, and B. of the other part, Witneffeth, that for and in consideration of the sum of 10 s. of, &c. to the said A. in hand, &c. by B. at, &c. the receipt, &c. and in pursuance and performance of certain articles of agreement, bearing date the, &c. made, &c, between the faid A. of one part, and the said B. of the other part, and for divers, &c, She the said A. Hath granted, bargained, fold, aliened, remised, released and confirmed, and by these presents Doth, &c. unto the said R. his heirs and assigns, (a) All those tithes of corp, grain and hay, arising, renewing, happening or coming within the town, hamlet, parifh, fields, precincts and territories of C in the county of Y with the appurenances, and all glebe lands, and tythes whatfoever, of or belonging to the said A being, arising, renewing, happening or coming within the said town, hamlet, &c. of C. aforesaid, cum pertinentiis, and the reversion, &c. To have, &c. to B. his heirs and affigns, To the only use and behoof of the said B. his heirs and assigns for ever. (Usual covenants, &c. viz. Seifed: good right to convey; quiet enjoyment free from incumbrances, and further assurance.) In Witness, &c.

A Grant of a Pew in a Church.

HIS Indenture, made, Gr. Between J. G. S of, Gr. of the one part, and W. P. W. of Grey's Inn, &c. esq; of the other part, Witnesseth, that for and in consideration of the sum of 10 guineas of, &c. to the said J. G. S. in hand paid by the said W. P. W. at or before the fealing and delivery of these presents, the receipt whereof, &c. He the said J. G. S. Hath granted, hargained and sold, and by. &c. unto the said W. P. W. his heirs and assigns, All that pew or seat formerly of J. G. late of, Ge. deceased, late grandfather of the said 7. G. S. and now of the faid 7. G. S. situate and being in the body of the parish church of B. in the county of H. abutting, &c. with the appurtenances, and also all the estate, right, title, interest and property whatsoever, either at law or in equity, of him the said J. G. S. of, in, and unto the same premisses; To have and to hold the said hereby granted pew or feat, unto the said W. P. W. his heirs and assigns, to the use and behoof of the said W. P. W. his heirs and assigns for ever, to be psed and enjoyed with the mansion house of the said W. P. W. situate

2. If not the bast way, by deed involved in court?

Anfw. yes.

⁽a) Note; There is no occasion for a lease for a year, tithes being a thing in grant and not in livery.

in Il aforefaid, within the faid parish of B. for ever, or otherwise at the pleasure of the said W. P. W. his heir or assigns; And the said is I for himself his heirs and administrators, doth covenant with elid W. P. W. his beirs and affigns, in manner following, viz. his hell and may be lawful to and for the said W. P. W. his heirs Less, tenants or undertenants of the manfion house aforefaid, from time, and at all times hereafter, peaceably and quietly to have, tapy and enjoy the faid hereby granted pew or feat, and every part without any the lawful let, suit, trouble, molestation or interb, of or by the faid J. G. S. or his heirs, or any other person or whomsoever, lawfully claiming or to claim, by, from or under dem or any of them, or by, from or under the said J. G. deceasme and clear, and freely and clearly acquitted and discharged of m any former grants, bargains, fales, intails, fettlements, wills other titles, charges and incumbrances whatfoever made or done a hid J. G. S. and J. G. deceased, or either of them, or any person or persons whomsoever, lawfully claiming or to claim by, wunder them, or eithet of them; And further, that he the said 3. and his heirs, and all other person and persons having or lawsiming or to claim any estate, right, title or interest, in or to the seby granted pew or feat, by, from or under the faid J. G. S. or J. G. or either of them, shall and will at any time hereaster, the reasonable request and charge of the said W. P. W. his heirs ra, make, do, levy, execute and acknowledge, or cause and proto be, all and every such further and lawful act, deed, matter or the law whatfoever, for the better conveying, affuring and conthe faid pew or feat unto and to the use of the said W. P. W. his and affigus for ever, be the same by deed or deeds, fine or otherb, so as for the doing thereot, no person or persons be obliged or reled to travel from his, her or their then place or places of abode, hano such further assurance or assurances contain no further or F varrancy or covenant than against the persons that shall make the 4 and their heirs, and all perfons lawfully claiming or to claim, by, Prander them. In Winess, &c.

of a Moiety of the Fees and Profits of the Transfer-Office, and the per ann. out of the other Moiety (deduting incident Charges) for the Grantee shall in Person sainbfully and diligently execute the same

HIS Indenture made, &c. Between T. N. of W. esq; of the one part, and D. T. of, &c. esq; of the other part. Whereas, fruit the all and patent relating thereto): And Whereas the said. Which had by a certain deed of even date with these presents, constituted and appointed the said D. T. his lawful deputy, to hold and enjoy this effect, together with the salary or allowance of 1501. per ann. I have as therein mentioned; Now this Indenture Witnesseth, that the said T. N. (for the better encouragement of him the said T. D. faithfully

fully to execute the faid office, and for divers other good canfor and valuable confiderations him thereunto specially moving) Hath given and granted, and by these presents Doth give and grant unto the said D. T. One moiety of half-part of all and every the fees, perquisites and clear profits which shall asife, accrue or become due for or by reason of the faid transer-office, (All charges in house-rent, repairs and taxes, (over and above the said 100 l. per ann. allowed for the same by the said act) and all other charges and expences whatfoever, of or by reason of the faid transfer-office, being first thereout taken and deducted); To bold and enjoy the faid moiety or half-part of the faid fees, perquisites and clear profits of the faid office, after such deduction as aforesaid, unto the faid D. T. from the feast-day of St. Michael the Archangel next enfuing the date hereof, for so long time as he the said D. T. shall in his own person diligently and faithfully execute the said office: And this Indenture further Witneffeth, that the faid T. N. out of his further respect and good intentions to the faid D. T. and also for the considerations aforesaid, Hath given and granted, and by these presents Doth give and grant unto the said D. T. the sum of 100 l. per annum, to be issuing and payable out of the other moiety of the clear profits, fees and perquifices of the said transfer-office, (if there shall be such clear profits) (all incldent and collateral charges concerning the management of the faid office. over and befides what is allowed by the faid letters patent for housekeeper, clerks and taxes, being first deducted); To bold, enjoy, receive and take the faid 100 l. per annum, from the feast day of Sc. Michael the Archangel next enfuing the date hereof, for to long time as he the said D. T. shall in his own proper person exercise and manage the said office of deputy to the satisfaction of the said T. N. Provided always, and if it is declared and agreed, that by the fees, perquilites and profits of the faid transfer-office, the falary or allowance of 1806 1. per annum, nor any part thereof, is not intended to be comprehended or included, but that the same shall remain entire to, and in the disposition of the said T. N. (except that 150 l. per annum thereof, which is by the faid deed of even date herewith granted by the said T. F. to the said D. T. as aforesaid): Provided also, that if the said D. T. shall not once in every month, (if requelted so to do) and at every other time and times, within ten days after he shall be requested so to do by the said T. N. state and make up a true and just account of all and every the fees. perquifites and profits, and of all and all manner of direct or collateral benefits and advantages whatfoever, which he shall make or receive, for on by reason of the said office, and shall make oath, if so required by the faid T. N. before some master of the court of chancery, of the justness and truth of such accounts, and do and shall not well and truly pay and fatisfy to the faid T. N. one moiety of fuch fees, profits, benefits and advantages, (the sum of 100 l. per annum pro rata for the time he shall so account, being by the said D. T. retained and deducted) then this present indenture, and every grant, matter and thing herein conrained, shall cease and be void; And the said D. T. for himself, and his heirs, doth covenant and grant to and with the faid T. N. to account with and pay to the faid T. N. or his affigns, in manner and form as aforelaid. In Witness, &c.

nt of an Executarship, and of all fuch Goods, the an the Ensented of meht to have thereby, with a Latter of Attorney, and diners Coverages.

ALS Indonture, made, &c., Retenent M. C. Gr., executing of talt will and teltament of E. C. tate of Eta. aforesaid, widow, hol the one part, and J. S. of. Go. aforefair, of the other The first than the laid M. C. for and in consideration of the granted bargained and fold, and by thefe prefents Doth give, the faid T. S. his executors, administrators and assigns, all gular the goods, leafes, chattels, both real and personal, that pring unto the faid B. at the time of her descale, which the hath, or of right ought to have as executeix of the last will of therwife, and of all manner of debts, duties, advantages, comand demands, which the faid M. her executors, administrators bath, might or ought to have, take, challenge or demandias a of the last will of the said E. or otherwise, by virtue of the it will and testament. And further, the said M. doth, for the ration aforesaid, make, constitute, and, in the place and room executors and administrators, appoint the said J. S. during his his executors, administrators and assigns, after his decease, to time and lawful attorney and attornies of her the faid M. and of tentors and administrators of her the said M. giving and granting ke kid J. S. during his life, and unto his executors, administraadatigns, after his decease, full power and lawful liberty, licence whority in the name of her the faid M. her executors and admini-Le to take, have, atk, receive and levy all and fingular fuch debts. and demands which were due and owing unto the faid E. as exeto the faid last will or otherwise, which she the said M. by force h faid will, may ask, have, take, demand, receive, recover or and further, that he the faid J. S. his executors, administrators. 📂, or any of them, shall or may from time to time, and at all. hereafter, in the name of her the faid M. her executors or admicommence any action or actions, fuit or fuits, plaint or plaints: say person or persons in any court or courts whatsoever, or any to arrest for any debt,, duty, matter, cause or thing whatsoever, swing or ascrued unto or demandable by the faid E. at the time of secule, and any other attorney or attornies in the name of the faid make, constitute, revoke, alter, remove and change; and the attimes, fuits, plaints and arrefts, or any of them, shall or may reme of the faid: M. her executors, administrators or aligns, at and charges in the law of the faid J. S. his executors, admiand affigue, profecute and follow, until judgment and execu-Mall be thereupon had and made, and all and fingular such sum and of money, goods, chattels, debts and other things, as shall be so in Amend the laid. M. received, recovered, had or levied by the laid. I his executors, administrators or assigns, shall and may have, hold,

keep and retain in the hands of him the faid J. S. his executors, administrators or affigns, to his and their proper use and behoof, without any account or other thing therefore unto the faid executors or administrators of the faid E. vielding, rendering or paying; hereby giving and gram ing unto her said attorney, his executors, administrators and assigns, full power and authority to do and execute all and every act and acts, thing and things, touching and concerning the faid premisses, in as large an ample manner, in all respects, as she the said M. can or might make, do or execute. And further, that the said M. doth by these presents, for her, her heirs, executors and administrators, covenant and grant to and with the faid J. S. his executors, administrators and assigns, in manner and form following, that is to fay, that she the said M. hath not, before the ensealing and delivery of these presents, made any gift, grant, bargain, sale or release of any of the goods or chattels before by these prefents mentioned to be bargained and fold, nor any release, acquittance, or other discharge of any of the debts, duties or other things before by these presents mentioned to be granted; but that the said 3. S. his executors, administrators and affigue, shall and may have and enjoy all and fingular the goods and chattels before by these presents given, granted or fold, and receive, have, take, recover, levy and enjoy all and fingular the debts, duties, liberties and authorities, and other things before by these presents mentioned to be granted, bargained, sold and assigned unto him, without any let or disturbance, or any revocation or annihilation of the said M. her executors, administrators or affigus, or of any other person or persons, by the procurement or assent of the said M. her executors, &c. And further, that the said M. hath not heretofore discharged or released any debt or duty or other thing, which she, as executrix of the faid last will, or otherwise by virtue of the said last will, may, can, might, should or ought to have, take, demand or recover; nor that she the said M. her executors, administrators or assigns, nor any other by her or their consent or procurement, shall or will at any time times hereafter discharge or release any such debt or duty, or any action or actions, suit or plaint, that shall or may be taken or commenced for any fuch debt or duty; but that she the faid M. her executors or assigns, shall and will from time to time, and at all times hereafter, justify and allow, confirm and avow all and every such action and actions, suit and fuits, plaint and plaints, profecutions, judgments and executions, as her faid attorney or attornies shall have, take, commence, prosecute, fue or levy in her name touching the premisses, and permit and suffer her faid attorney or attornies to receive, take and have to his and their own use and uses, all and every such sum and sums of money, goods, chattels and other things, as she, her executors or administrators, ought to have, receive and levy as executors of the faid will, or otherwife, by virtue of the faid will as aforefaid. And further, that she the said M. her executors, administrators and affigns, shall and will, at all times hereafter, permit and fuffer the said J. S. his executors, administrators and affigns, from time to time, and at all times hereafter, to have the whole execution of the last will of the said E. C. and all the doings, dealings and transactions touching the same, and the administration of all the chattels, goods, debts, evidences and leafes which were belonging to the said E. at the time of her decease. And the said J. S. thinfelf, his heirs, &c. covenanteth and granteth to and with the faid he executors, &c. by these presents, that he the said J. S. his executors, &c. hall and will well and truly pay and satisfy all the debts of M. deceased, and all the legacies in the said will contained, acts to the true meaning of the said will; and shall and will at all treasures well and sufficiently save and keep harmless the said M. treators and administrators, touching or concerning the same. Is whereof, &c.

were concerning Offices, see Deputations.

Indemnity.

A Deed to indemnify a Truftee, on his felling an Estate.

----, whose name 30 all to whom, &c. Whereas J. G. of was used in trust, together with one C. D. of -, for the use shoof of J. J of ____, and after for the use and behoof of me Micht Honourable 7. earl of B. Hath lately granted, bargained and amo J. E. and J. C. gent. their heirs and affigns, All that, G., and by one deed indented and inrolled, bearing date, G. may **u:** Now know ye, that I the faid earl Do hereby acknowledge the grant, bargain and fale, to have been so made by the faid J. G. trequest and by the appointment of me the said earl; and I the earl do hereby promise and undertake, for me, my heirs, executors militrators, to save harmless and keep indemnified the said J. beirs, executors and administrators, and every of them, of and tall actions, suits and troubles, and of and from all costs, damand expences, which he the faid J. G. shall or may be put unto, wexpend, for or by reason of the said manor, &c. descended on said J. G. or of any trust concerning the same, or for or by reason hid grant, bargain and fale, so made unto the said J. E. and J. suborelaid, or of any matter or thing to be at any time hereafter home or happening, in pursuance thereof. In Witness, &c.

Bends of Indemnity, tit. Bonds.

A Renige for the Confideration Money mustimed in a Dond to be indes

Witnels, E.F. &c.

A Receipt where there are two Originals, at in a Security to two Perfu &c. and two Receipts are given for the same Sum.

RECEIVED, on the day of the date of the within written indenture, of the within named A.B. the form of 1000 l. being the confideration money within mentioned to be by him paid unto me, and for which the like receipt is given on another part of the within written indenture. I fay received by me

Witness, BF. &c.

A Receipt for Confideration Money, referring to another Receipt on anoth Deed for the fame Sum.

ECEIVED, on the day of the date of the within written indenture of the within named B. the full fum of 2000 l. being the confideration money within mentioned to be by him to me paid, and being the same sum of 2000 l. for which I have given and signed another receipt indersed upon an indenture intended to be inrolled in Chancery, and bearing even date with the within written indenture, and made between the same parties as are to the same within written indenture. I say received the said sum of 2000 l. by me

Receip

2000

1000

Receipt on a Doed for the Sale of Goods, &c.

ICEIVED, on the day and year first writtes, by me the within named J. M. of and interpretation named R. R. the full sum of 1851. 9s. moved to be by him to me paid, for the coaches, links, harness, timber and other things which have by him bought of me, and which have been apmid by two indifferent persons as is within mentimid 1 say received by me

185 9

l. e.

In Deeds there is not only indorfed a Roceipt (where necoffery) but a lifeworth of the due Execution of the Deed in the following

CLALED and delivered, (being first duly bamped) in the presence of

E. F. G. H.

Or sometimes it may be thus.

SEALED and delivered, (being first duly famped, and the names of A. and B. to trustees therein named, being wrote on an exame made in one part of the within written and; or that one or more interlineations were first which the first, sec. in, &c.) by the within named B. C. and D. in the presence of

E. F. G. H.

Or thus

Inductements.

Or thus, where a Man executes a Doed by Letter of Attorney.

EMORANDUM, that the within named M. W. this made by the within named T. lord J. for that purpose, (involved in the rolls of the high court of chancery) did fign, seal and deliver the within written indenture as the act and deed of the said T. lord Ja in the presence of

A. B. C. D.

Indersement on a Settlement of a Leasebold Estate, to retify a Missake of four Messuages, thereby assigned, whereof only three of them were intended to be assigned. Drawn by Mr. Webb of Gray's Inn, being a Roman Catholick's Estate, done upon a 5s. Stamp.

EMORANDUM, that before the ensealing and delivery of the within written indenture, it was agreed by and between all the parties to the same indenture, that only three of the within mentioned messuages, and the ground whereon they stand, (viz.) the messuage now in possession of W. U. the messuage in the possession of the widow C. and the messuage in the possession of W. H. were intended to be granted and assigned upon the trusts within mentioned; and that the messuage within mentioned to be in the possession of W. though mentioned to be granted or assigned, was not, nor is intended to be granted by the within written indenture, but was intended to be, and is hereby declared to be excluded from passing thereby; any thing in the within written indenture contained to the contrary thereof in any wise notwithstanding, (a)

Witness E. W. H. S. R. D.

S. M.

E. W.

(a) Registered in Middlefen, and involled in his majesty's high court of chancery the 17th day of May in the year of our Lord, 5%, being first duly stamped according to the tenor of the statute made in the fixth year of the reign of their late majesties king William and queen Mary.

The Entry or Involment of a Deed acknowledged at Bar.

in this fame term, before the lord the king at West, comes A. B. in his proper person, and brings here into the san our lord the king then here, his certain writing indented, the acknowledges to be his deed; and prays that that writing he enrolled on record in the said court, before the said lord the king his deed, and it is granted him by the said court, and the same is miled, in these words, to wit, This Indenture, &c. (Here should follow whole deed verbatim.)

Author of a Deed acknowledged before the Lord Chief Juflice.

in this same term, before the lord the king at Westin, Sir W. L. the chief justice of our said lord the king, before the
himself, here records that on the — day of — in the
himself, here records that on the — day of — in the
wo the reign of our said lord the king, before the said chief justice
his the same chief justice then there a certain writing indented, which
take same chief justice then there a certain writing indented, which
take same chief justice then there a certain writing indented, which
take same chief justice, and prayed, that that writing might
take same chief justice, with his own proper hands, hath now
librared here into court in form aforesaid to be enrolled, and it is end in this form, as sollows, so wit, This Insenture, made, &c.

Valutin to the end of the deed.)

The larolment of an Indenture acknowledged before one of the pulsae.

Julices.

Educial, to wit. B E it remembered, that on Wednesday mest after days of St Michael in this same term, that the lord the king at Westmisser, Sir E. P. knight, one of the

b) See concerning inrolling bargains and fules, in the First Part.

Wills may also be insulled, and frequently are in chancery.

justices of the lord the king, assigned to hold pleas in the court of out said Lord the king himself, here records, that on the _____ day of ____ in the ____ year of the reign of our said lord the king at ____ before the same justice, came W. T. esq; the son and heir apparent of F. T. esq; and that on the ____ day of ___ in the abovessid ___ year of the reign of our said lord the king at ____ before the same justice, came F. T. in their own proper persons, and they then brought before the same justice there their certain indenture, which they acknowledged to be their deed, and they prayed that that indenture might be enrolled of record before our said lord the king as their deed, which said indenture the said justice, with his own proper hands, hath delivered here into court in form asoresaid to be enrolled, and the same is enrolled in this form as follows, to wit, This Indenture made, &c.

Jointures. (a)

A Jointure with all Covenants usual therein.

HIS Indenture, made, &c. Between J. F. of the one past, and R. C. and M. his daughter of the other part, Witneffeth, that the said J. F. doth, by these presents, covenant and grant to and with the faid R. C. his executors and administrators by these presents, that he the said J. F. shall and will, before the feast of, &c. next ensuing the date hereof, marry and take to wife the faid M. C. daughter of the faid R. C if the laws of the church will permit the same, and the said M. C. shall hereunto consent and agree: And the said R. C. for himfelf, his executors and administrators, doth covenant and grant to and with the said J. F. that the said M. C. shall likewise, before the said feast, &c. marry and take to husband the said J. F. if the laws of the church will permit the same, and the said J. F. shall thereunto consent and agree: And the said J. F. doth for himself, his heirs, executors and administrators, by these presents, in consideration of the said marriage so to be had and solemnized, and for the full and entire jointure of the said M. C. in case she shall happen to outlive the said J. F. and in full recompence and fatisfaction of all the dower, and title of dower. which she the said M. C. by or after the death of the said J. F. shall or may have in any the, &c whereof the faid J. F. shall, during the coverture between him and the said M. C. be seised of any estate of in-

⁽a) See also Marriage Articles and Settlemente.

beinance, and for the advancement of the said M. C. and of the heirs sale of the body of the said J. F. upon the body of the said M. C. handly to be begotten; and for divers other good causes and considehim the said J. F. thereunto moving, Doth, for him and his covenant and grant to and with the said R. C. his heirs, execuand administrators, in manner and form following, (that is to That he the faid J. F. and his heirs, and all and every person ssons, and his and their heirs, which now stand and be seised of tall that, &c. and of and in every part and parcel thereof, shall, and after the said intermarriage, stand and be seised of all and sinrue said, &c. with the appurtenances, to the only uses and intents der in and by these presents expressed, limited and declared, and mother use, intent or purpose whatsoever, (that is to say,) to the se and behoof of the faid J. F. and his heirs until the faid marder; and from and after the faid marriage had, then to the use and the faid J. F. upon the body of the said kwfally to be begotten; and for default of fuch issue, to the use and hoof of the right heirs of the faid J. F. for ever: And the faid R. soth for himself, his executors and administrators, covenant, grant stagree to and with the said J. F. his executors and administrators, while presents, that in case the said marriage between the said J. F. white faid M. C. daughter of the faid R. C. shall take effect, and be kumized at or before the faid feast of, &c. herein before mentioned, hete said R.C. his executors or administrators, shall and will, within mooths after the faid marriage shall be had and solemnized, pay or rate to be paid, unto the said $\mathcal{F}.F.$ his executors or administrators, as marriage portion of the said M. the sum of 2000 l. of lawful moof Great Britain, at or in the now dwelling-house of the said J. F. nte, Gc. And that he the faid R. C. shall and will well and sufficiy maintain, provide for, find, keep and sustain the said \mathcal{T} . F. and his wife, and all the issue of their bodies begotten, from time to e, and at all times, from and immediately after the folemnization of said intended marriage between the said J. F. and M. so to be had, thoresaid, during the natural life of the said R. C. with sufficient and menient meat, drink, lodging and house-room, according and suitable their quality and degree: And further, that the faid R.C. shall and , either in the life time of the faid R. C. or by his last will and tesment, leave, give devise and assure, or cause to be well and truly conkd and paid unto the faid J. F. or to the faid M. in case she shall wive the faid J. F. or to the children or child to be begotten between so, in case the said J. P. and M. shall both happen to die in the lifecof the faid R. C. to be equally divided between them the sum of c. I. of lawful money of Great Britain (over and belide the fum of 1001. herein before mentioned to be paid to the faid J. F. as and for marriage portion with the faid M.) to be paid within two years after decease of the said R. C. in case the same shall not be paid or satisled in his life time; And the laid J. F. doth for himself, his executors and administrators, covenant, promife, grant and agree to and with taid R. C. his executors and administrators, by these presents, that The marriage between him the faid J. F. and the faid M. shall take thed, and be had, as aforefuld; and if the faid M. shall happen to were and out live him the faid J. F. and shall at any time after the

decease of the said J. F. be lawfully evicted or put out of or from the said, &c, limited to her, as aforesaid, for her jointure, or any part or parcel thereof; that then the executors or administrators of the faid J. F. shall well and truly pay, or cause to be paid, unto the said M. so much lawful money of Great Britain, for the faid premisses or part thereof, being so evicted from the said M. as aforesaid, as the same shall amount unto at the rate of seven years purchase, for and according to the yearly value of the same, within six months after such eviction: And the faid 7. F. further for himself, his excutors and administrators. doth covenant and grant to and with the faid R. C. his executors and administrators, by these presents, that in case the said M. shall happens to depart this life within two years after the faid marriage had and falemnized, as aforefaid, without having any iffue of her body, lawfully begotten by the faid J. F. then living, that then and in such case the faid J. F. his executors or administrators, shall and will, for and inrespect of the said sum of 2000 l. of lawful money of Great Britain by him received, as aforefaid, as the marriage portion of the faid M. repay. and fatisfy, or cause to be paid and fatisfied, unto the faid R. C. the fum of 1000 l. of lawful money of Great Britain at one entire payment, within four months next after the decease of the said M. And the said J. F. for himself, his, &c. doth covenant and grant to and with the faid R. C. his, &c. That if the faid M. after the faid manriage had and folemnized, do happen to die in the life-time of the faid. J. F. that it shall and may be lawful to and for the said M. at her free will and pleafure to make, publish and declare one will and testament in writing, under her hand and feal, and thereby to dispose, will, give and bequeath to any of her children, servants or friends, for their proferment and advancement, any fum or fums of money whatleever, not exceeding in the whole the fum of 400 l. of the goods and chattels of him the faid J. F. without any let, disturbance or contradiction of the said J. F. without any let, disturbance or contradiction of the faid 7. F. and in as large and ample manner as if the faid M. were then a feme sole and unmarried: And lastly, the said J. F. for himself, his heirs, executors, administrators, and every of them, doth; by these presents covenant, promise and grant to and with the said R. C. his heirs and assigns, and every of them, that the said, &c. and all i and fingular other the premiffes, with the appurtenances herein before mentioned, now are and be, and so at all times hereafter, and from time to time, thall be, remain and continue unto the uses, intents and purpoles before, in and by thefe prefents limited, expressed and declared, free and clear, and freely and clearly acquitted, and exonerated, and discharged, or otherwise upon every reasonable request in . that b. half to be made, well and fufficiently faved, defended and kept hermiefs, of and from all manner of former and other bargains, fales, gifis, grants, leafes, jointures, dowers, uses, wills, intails, fines, feofiments, recoveries, statute-merchant and of the staple, recognizances, judgments, exceutions, and of and from all other charges, titles, troubles, and incumbrances whatfoever, had, made, committed or done, or to be had, made, committed or done by the faid J F. or by any other person or persons whatsoever, by his means or procurement (all such leases, particular estates and interests, as he the said 7. F. hath heretorure made to any person or persons whatsoever, of or upon the faid.

fiel, ble, and other the premisses, or of or upon any part or parcel thereel, spon which leafes and estates there is referred the old and accustomed may reat or rents, or more; which shall continue yearly due and mable during the several terms, estates and interests, as aforesaid, excepted and foreprized). In Witness, &c.

Januare in Land, where, if any of the Land be evided from the Woman, a Use is raised to her in other Land, during her Life.

HIS Indenture, &c. Between W. B. of L. merchant taylor, of the one part, and R. S. Gc. and G. P. of, &c. of the other part, that whereas, by the grace of God, a marriage is intended Hordy had and folemnized, between the faid W. S. and S. S. her of the said R. The said W. B. for and in consideration of the transiage, and for the tender love and affection that he the faid W. the towards the faid S. and for a competent jointure and maintenance the faid S. during her natural life, after the decease of the faid W. and Existaction and recompence of the dower of the faid S. Doth, for his heirs, executors and administrators, covenant and grant by presents, to and with the said R. and G. and each of them, their more, Sc. That he the faid W. before the, Ge. next coming, after the hereof, shall and will lawfully assure and convey, or cause, &c. he havfully, &c. unto the said R. and G. their heirs and assigns, one and messuage, with the appurtenances, together with two houses therestipining, in or near unto R. in the county of M. and also fifty-fix s of land, meadow and pasture in K. and C. in the said county of by the name of three meffuages, one dove-house, three gardens, wacres of land, forty acres of meadow, and ten acres of patture, the appurtenances in K, and C, aforefield; which faid affurance and regance, so to be made as is aforesaid, shall be and remain, and the R. and G. and their heirs, shall stand and be seised of the said preis, with the appurtenances, to the uses, purposes, limitations and hereafter in these presents limited and declared, and to no other intent or purpose, that is to say, to the use of the said W. and his m, until the faid intended marriage shall duly be had and solumnized; from and after the folemnization of the faid intended marriage, then we fe and behoof of the faid W. and S. for the term of their two and the life of the longest liver of them, and after the decease of Mid W. and S. and the longest liver of them, to the use of the heirs **Sebody of the faid W. B.** and the faid S. lawfully begotten and to egotten; and for default of such issue, to the use of T. B brother of Field W. and of the heirs male of the body of the faid T. lawfully some, and to be begotten; and for default of such issue, to the use of and so many of the fitters of the faid W. that is to say, S. now wife R U. B. E. B. and M. B. filters of the faid W. and of their hous terer, as at the time of such deceasing without issue, as is aforestaid, all be living: And further, the said W. for him, &c doth covenant, with the faid R. and G. Ge. that the premisses aforesaid, and every

part and parcel thereof, with the appurtenances, are now of the clear yearly value of 30 1. of, &c. above all charges and deductions, notwithstanding any act or acts, thing or things, had, made, done, or willing-.ly suffered by the said W B. or any person or persons by his assent, means or procurement; And that all and fingular the premisses, with the appurtenances, shall at the making of the faid assurance and conveyance before mentioned be discharged, or otherwise sufficiently saved harmless, of and from all and all manner of former bargains, &c. had, made, done, or willingly suffered, or to be had, made or done, or willingly suffered by the said W. B. or his heirs, or by T. B. father of the said W. or by any other person or persons whatsoever, having or claiming to have, or which at any time hereafter shall have or pretend to have any interest, estate, right, title or demand in or to the premisses, with the apputtenances, or any part or parcel thereof, by, from or under the said W, and T. and their heirs, or any of them; And that he the faid W. and his heirs, shall at all times hereafter, and from time to time, upon reasonable request or demand to be made unto the faid W. B. or his heirs by the faid R. and G. or either of them, at the costs and charges in the law of the faid R. and G. or either of them, make, do, acknowledge and suffer, or cause, &c. all and every such further act and acts, &c. as shall be reasonably devised, advised or required by the said R. and G. or either of them, for the better assurance, conveyance, and sure-making of all and fingular the premisses, with their appurtenances, according so the several uses, limitations, purposes and intents before in these presents limited and declared; be it by fine, feofiment, recovery, releafe, deed inrolled or otherwise, with warranty only against the said W. and his heirs, and T. B. father of the faid W. and his heirs: And further, that if at any time after the decease of the said W. the said S. shall be lawfully evicted or put out of or from the faid meffuage and other the premisses, or any part or parcel thereof, that then and from thenceforth the said W. B. his heirs and assigns, shall sland and be seised of and in fuch and so much of one messuage, now called the C. and of all and all manner of cellars, &c. to the faid meffuage last mentioned belonging, situate in the parish of St. M. of L. as shall amount to the clear yearly value of fuch and so much of the said messuages and other the premisses first mentioned, as shall be evicted or taken away, to the use of the said-S. for the term of her natural life, and after her decease to the use of the right heirs of the said W. for ever: And lastly, that at the time of fuch eviction, or taking away of the faid messuages, and other the premisses first named or any part thereof, the said messuages, and other the premisses last mentioned, shall remain and be clearly discharged, or during the natural life of the said S. shall be sufficiently kept and saved harmless of and from all and all manner of estates, interests, charges and incumbrances whatfoever, had, made, done, or willingly fuffered. or to be had, &c. by the faid W. B. or any person or persons having or claiming, or which hereafter shall or may have or claim, any thing in the premisses, by, from, or under the said W. In Witness, &c

A Deed of Covenants for making a Jointure, after Marriage bad. .

PHIS Indenture, made, &c. Between B. A. of the one part, and L. H. and G. H. of the other part, Witnesseth, that the faid In for and in confideration of the love and affection that he the faid heareth to D. A. his now wife, and for and in confideration of the reperformance and accomplishment of all such promises, contracts dagreements had and made by the faid B. A. upon the marriage beten him the said B. A. and the said D. A. and for the assuring, conand making of a good and perfect jointure of the lands, tenethis and hereditaments of the faid B. A. unto the faid D. A. for and ing the term of her natural life, and to the intent the lands, tene-tic and hereditaments of the faid B. A. hereafter mentioned, may be conveyed and affured to and for the jointure of the faid D. the faid B. A. Doth covenant, promise, grant and agree to and with said L. H. and G. H. and their heirs, That he the faid B. A. shall will within the space of, &c. next ensuing the date of these presents, good and fufficient conveyances and assurances in the law, sufficientscorey and affure unto the said L. H. and G. H. and their heirs, or the furvivor of them and his beigs, or to the heir or heirs of the furof them, and the heirs and affigus of fuch heir or heirs for ever, that his marsh ground or lands, with the appurtenances, called, &c. and being in, \mathfrak{C}_c or in any of them, within the county of E and ball other his lands, tenements and hereditaments with the appurteeccs, &c. aforefaid, and that the faid conveyance and affurance so to he had and made within the said space of, &c. next ensuing the date of beferelents, shall remain and be, and the said L. H. and G. H. and heir heirs, and the furvivor of them and his heirs, immediately from dafter such conveyance and assurance so had and made, shall stand and kiled of and in all and fingular the said lands, tenements, hereditacous and other the premisses, with their appurtenances, to the uses, inand purposes hereafter in these presents expressed and declared. that is 10 lay, to the use and behoof of the said B. A. and D. A. for and tuning the life of the faid D. and in full recompence and allowance of be dower, and immediately from and after the decease of the said D. A. to the use of him the said B. A. his heirs and assigns for ever: Provided mays not with flanding, and it is the true intent and meaning of the faid A and of the parties to these presents, that it shall and may be lawfolloand for the faid B. A. at any time or times hereafter, at his will and Pleasure, to demise, grant and make any lease or leases for the term of twenty one years, or under, or for three lives, or fewer, to commence from the time of making fuch leafe or leafes in possession, and not in retersion, of all and fingular the aforesaid lands, tenements and hereditaments, and other the premiffes, with their appurtenances, or of any part or parcel of the faine, which have most commonly been used to be demiled or to farm letten by the space of twenty years last past before the but hereof, so that the laid D. A. be made party to all and every such leafes leases and demises, and that the old accustomed rent and rents, or more, be or shall be referred upon all and every the said leases, grants and demifes fo to be made of the premisses, or of any part thereof, as is aforefaid, to continue and be yearly payable during every of the faid leafes and terms unto the faid A. B. and D. and the heirs and affigns of the faid B. and so always as the said leases or demises, or any of them, be not in any wife dispunishable of waste: And that then and from thenceforth the faid L. H. and G. H. and their heirs, and the survivor of them and his heirs, shall stand and be seised of all and in all and singular the faid lands, tenements and hereditaments, and other the premiffes, with their appurtenances, and of and in any part or parcel thereof, so to be demised and leased, to the use and uses of all and every such person and persons, to whom the premisses, or any part or parcel thereof, shall be demised and leased, their executors, &c. for and during such term and terms therein, as shall be limited upon any such lease or leases so to be made, as aforesaid, so that he or they to whom any such lease or leases shall be made, as aforesaid, their executors, &c. do well and truly pay, or cause to be paid, such of the same yearly rents and payments as shall he referved and appointed to be paid upon the making of every or any fuch leafe or leafes as aforefaid, to the faid B. A. and D. during the life of the faid D. and after her decease, to all and every such person and persons, to whom from time to time, and for the time being, the immediate use, estate, reversion, remainder or interest, of and in the same, or of and in any part or parcel thereof so to be demised or leased as aforefaid, shall, by and according to the true intent and meaning of these presents, next belong, revert, remain, come or be, after the expirations of such several demises or leases, as aforesaid, and shall and do well and truly observe, perform, fulfil and keep all and singular the covenants, grants, articles, conditions and agreements contained and specified in the same lease, leases and demises, on the tenant's part to be observed, performed, fulfilled and kept, according to the true intent and meaning of every such lease, grant or demise: And so also, and upon condition, that he or they, to whom any fuch leafe or leafes shall be made, his or their executors, &c. do not at any time or times during his or their several estate or estates of and in the premisses, or of or in any part or parcel thereof, so to be demised or leased, commit or make, or willingly procure or affent, or fuffer to be committed or done, any manner of waite, spoil or destruction, in and upon the premisses, or in and upon any part or parcel thereof, which thalt amount to 10 s. without the special licence and affect of the faid B. A. and D. A. or of such person or persons to whom the immediate use, reversion or remainder thereof, shall for the time being be and appertain; And also, so that he or they to whom any fuch leafe or leafes shall be made of the premisses, or of any part or parcel of the fame as aforefaid, thall and do at all times, during his or their effate or effates of and in the same, well and truly content and pay to all and every fuch person and persons, to whom from time to time, and for the time being, the immediate use, estate, reversion, remainder or interest of and in the same, shall by and according to the true meaning of these presents next belong, revert, remain, come or be, atter the expiration or determination of such said several demises, all manner of rents, fervices, duties and cufloms, which either upon fuch feveral demiles or leafes, so to be made as aforefaid, shall be referred or otherwife

Iointares.

mervile due, by reason of the lands so to be demised or leased, accordbe the true meaning, purport and intent of the said several demises ses thereof to be made in manner and form aforesaid: And further, A. for the considerations before in these presents expressed, fr him and his heirs, &c. covenant, &c. That if he the said B. sot or do not, within the space of, &c. next ensuing the date referts, well and fufficiently convey and affure all and fingupremisses, with their appurtenances, unto the said L. H. and G. d their heirs as aforefaid, or shall or do leave any part or parcel of miffes not sufficiently conveyed and affured unto the persons id, in manner and form aforesaid, that then, and immediately after the end of the faid one year next ensuing the date hereof relaid, the said B. and his heirs, and all and every other person saloss, that shall then stand and be seised of and in the premisses, my part or parcel thereof, shall stand and be seised of and in all such banch of the premisses, with the appurtenances, as shall be so left, tinfficiently conveyed as aforefaid, to fuch and the fames uses, and under such conditions, provisoes, contingencies, limitaand liberties, as before in these presents are limited, declared and fed. he Witness, &c.

were in title Marriage-articles, Settlements, Covenants to fland

Pf Leales.

Df Leases.

(A) A Lease what, and Lessor and Lessee who.

Lease (from laisser, dimittere, to part with) is a demise or letting of lands, rent, common, or any hereditament, to another for a lesser time than he who lets it has in it, (for when a lessee for life or years grants over all his estate or time to another, this is more properly called an assignment than a lease) and is most commonly and aprly made by the words demise, grant and let, although it may be made and done by other words.

He who lets is called the leffor, and he to whom it is let the leffee.

The word lease is also sometimes (altho' improperly) applied to the eftate, the title, time or interest the lessee has to the thing demised, and a then it is rather referred to the thing taken or had, and the interest of the the taker therein: but in this place it is applied rather to the manner or means of attaining or coming to the thing letten.

(B) Kinds of Leafes.

A Lease in this sense is sometimes made and done by record, as a fine, recovery, &c. and sometimes and most frequently by writing call-

ed a leafe by indenture, although it may be made by deed poll.

And sometimes it is by parol, without any writing, as by the common law it might be of land or such like thing grantable without deed for life, and never so many years. But now by the stat. 29 Car. 2. c. 3. All estates, interests of freehold, or terms of years, or any uncertain interest in or out of lands, &c. not put in writing, and signed by the parties making them, or their agents, authorized by writing, shall have no greater essent than as leases at will; except leases not exceeding three years, whereof the rent reserved shall be two thirds of the full value of the thing demised. And no such essates or interests (not being copyhold or customary interests) shall be assigned, granted or surrendered, unless it be either by deed or note in writing, signed as before, or by act and operation of law.

A leafe may be made either,

1. For life (i. e. for the life of the lessee, or another, or both) or,

2. For years (i. e. for a certain number of years, as ten, a hundred, a thousand or ten thousand years) months, weeks or days, as the leftor and lesse agree; and then the estate is properly called a term of years; for

tword term not only fignifies the limits and limitation of time, but also the clare and interest that passes for that time: some of these leases also freezes commence in presenti, and some in suturo, at a day to come; while leafe that is to begin in future is called an interesse termini, or fumintereft. Or.

At will, when a leafe is made of land to be held at the will and be of the leffor, or at the will and pleasure of the lessor and lessee ther; and such a lease may be made by word of mouth as well as

And there is a common way of conveying by mutual leafes, or by leafe buthfide, which is called a conveyance by demise and re-demise, and proper upon the grant of a rent-charge.

(C) Things necessarily required in every good Lease.

Egularly these things must concur to the making of every good leafe :

There must be a lessor, (as in other grants) and he must be a person , and not restrained to make a lease.

2. There must be a leffee, and he must be capable of the thing demisand not disabled to receive it.

3. There must be a thing demised, and such a thing as is demisable.

4 If the thing demiseable be not grantable without a deed, or the my demissing not able to grant without a deed, the lease must be made deed; and if so, then there must be a sufficient description and setg forth of the person of the lessor, lessee, and the thing leased, and secessary circumstances, as sealing, delivery, &c. required in other must be observed.

5. If it be a leafe for years, it must have a certain commencement, that when it comes to take effect in interest or possession, and a cerdetermination either by an express enumeration of years, or by reneace to a certainty that is expressed, or by reducing it to a certainty on some contingent precedent by matter ex post sado, and then the con-

6. There must be all needful ceremonies, as livery of seisin, attorn-

next, and the like, in cases where they are requisite.

7. There must be an acceptance of the thing demised, and the estate the leffee. But whether any rent be referred upon a lease for life, ars, or at will, or not, is not material, except only in the cases of se made by tenant in tail, husband and wife, and ecclesiastical per-🖦 ; of which see bereaster.

(D) What is a good Leafe for Life or Years with respect to the Lesson and Lessee, the Thing leafed, and the Estate, Property or Possession of the Lesson, &c. therein.

Eafes for life, years, or at will, may be made of any thing corporal, real or incorporeal, that lies in livery or grant. Also leafes for

years may be made of any goods or chattels. Bro. Leafes 23.

A man feised of an estate in fee-simple in his own right of any lands or tenements, may by deed or writing in the country, (or before the flat. 29 Car. 2. c. 3. might without writing by word of mouth) make a lease of it for what lives or years he will or would. And he that is seifed of an estate in tail of any lands or tenements, may make any leafe out of it for his own life, but no longer, unless it be by fine or recovery, or it be such a lease as is warranted by the statute of 32 H. 8. who is feiled of lands or tenements of any efface for his own or another's life, may make what leafe for years he will of it, and it will be good as long as the leafe for life does last. And he who is possessed of lands of tenements for years, may make a leafe of it for all or part of the years, and these are good leases. The tenants for life or years may also assign over all their estates if they please. And if such tenants make leases for longer time, as if lessee for years make a lease for life; by this the land will pass for life, if the term of years last so long. But if he gives livery of seisin upon it, (as he must to make the lease for life good) this is a forfeiture of the estate for years. Co. 44. 7 Co. 12. Plow. 524

If an infant be seised of land in see-simple, and he makes a lease for years of it, rendering no rent; this lease is void. But if there be a rent reserved upon the lease, then the lease is but voidable, and may by the acceptance of the rent by the infant after his full age be made good.

9 H. 7. 24. 18 Ed. 4. 2. Plow. 545.

Jointenants, tenants in common and parceners, may make leafes for life or years of their own parts and purparties at their pleasure; and these leafes will bind their companions. And one coparcener or tenant in common may make a lease of his part to his companion, if he will. Lie. chap. Tenant in Common. F. N. B. 62. G.

If a feoffment be made upon condition, and before the time of performance of the condition the feoffer and feoffee join to make a leafe for

life or years of the land; this is a good leafe.

A man that has an estate in land to him and his wife and his heirs, may make what leafe he will of the land, and this will be good against all men but his wife only, and that for her time. Bro. Leafes 58.

If there be lessor in fee, and lesse for ten years; in this case they two may join together, and make a lease for lives, or for any term of years; and this is good. 10 Co. 49.

A disseisee cannot make a lease of that land whereof he is disseised,

until

lofzat.

Jointenants, tenants in common, parceners.

Baron and feme.

Lessor in fee and lessee for years. Diffeisee. will be makes his entry, or recovers the possession of the fund again.

Nov. 133.

So neither can a woman that has recovered the third part of her bufstands lands, in a writ of dower, make any leafe of it before the be in puterson by execution. Bro. Sci. Fa. 36.

And yet if a leafe be made to me for years, I may make a leafe of pm, or an affigument of all the term, before I have made my entry into

hand demised. Co. Lit. 46.

if the father dies, and the fon makes a leafe to a stranger of the descended to him before his entry, this is a good lease: but if a mger had entered, and abated into the lands, and then the fon had

mit the leafe, contra. Plow. 137, 142.

In some cases such persons as are not seised in see-simple, &c. not able By special thive fuch estates for life or years out of their own estates, may law- power or notwithstanding make such leases on life, &c., and this is someby a special act of parliament enabling them so to do. And hence tisallo, that a tenant in tail may make leafes for three lives, or twentyyears. And sometimes it is by a special power or authority given or by and to the party himself that had the fee-simple in him, or to some other to do it in his name; and leases thus made may be And therefore if an act of parliament enable a tenant in tail, or stant for life, to make leafes for three lives, or twenty-one years, that are so made in pursuit of that authority are good. And if a be seised of land in see, and conveys it to the use of himself for w in tail, with divers remainders over, with a provide, that it the lawful for him, or any fuch tenant in tail, to make leafes for twenwee years; in this case he or they may make such leases, and they be good. But in both these cases care must be had to pursue the autrictly, that the leases made be according to the power and diedion given by the statute or provisoe; (a) for if it differs and varies per so little from the sense and meaning of the same, the lease will not spood. And therefore in the case before of a power to make leases for cary-one years, if the party makes more leafes for twenty-one years some time than one, they are all void, except the first, because it is the intent of the parties, though it be not against the words. And the power be to make leafes for three lives, he cannot make a leafe minety-nine years, if three lives fo long live. But if the power be s: provided, &c. that he may make any lease in possession or reversion, out does not exceed the number of three lives or twenty one years; in 🖦 case a lease may be made for ninety-nine years, if three lives live to leg. But where uses are raised by way of covenant, and in the dee! ter is a provisoe, that the covenantor for divers good confiderations now this power is void, and no leafe can be made heremon; neither will any averment help in this case. And if a man has a

provisoe to

⁽⁴⁾ Under a power to a tenant for life to leafe for years, referving the ufuil toremants, &c. a leafe made by him, containing a proviso, that in cafe the premists were blown down and burned, the leffor should rebuild, otherwise the rest should ceste, was held wold, the jury finding that such covenant was unuful. Dur on the demide of Bilis v. Sandbunfe. 1 Term Rep. 705.

(

letter of attorney, to make leases for another, and makes them acceedingly; such leases are good. 5 Co. 5. Dyer 357. 6 Co. 2, 8, 1 Co. 75. (a)

But herein observe three things: First, that the authority be good.

Secondly, that he who is deputy or attorney pursues the author

Arichly

Thirdly, that he does it in the name of his master, and not in his ename. 9 Co. 76. A lease made by an attorney in his own name the covenants to pay the rent are void. 2 Ld. Raym. 1419. Stra. 7 S. P.

Livery not necessary in a lease made by virtue of a power. Ld. Ra

A lease for a greater number of years than the lessor had power to get shall be good in equity for so many years as he had power therein that where a person hath power to lease for ten years, and he leaseth twenty years, the lease shall be good for ten years of the twenty. Chan Ca. 23.

A lease for years mortgaged and near expiring was renewed by mortgagor's executors; it was decreed that the new lease, allowing charges, should be assigned to the plaintist, and made subject to the generated the mortgage money and interest. Finch's Rep. 393, 394.

If a lease for years be limited in trust for heirs male, &c. the limition is void in law, and the term shall go to the executors or administ tors: but an assignment of a lease, with limitations in tail, remain over in trust; though it be void in law, it has been held good in equipy the intent. Chan. Rep. 16. 2 Chan. Rep. 58.

The heir shall have a lease assigned to attend the inheritance, and the executor: and a lease waiting on the inheritance, where it is not as

in law, is not affets in equity. 2 Chan. Ca. 156, 49.

Leafes devised by will are affets to pay the testator's debts, not siftanding the affent of the executors to the devise of them. Chan.

257.

The question was, whether the inheritance of the land being gones made void, the lease which was to attend it should go according to a declared by covenant to stand seised. Decreed in this case, that it ing a fettlement on marriage, and so on a consideration, it should ge

the wife for so many years as she lived. Chan. Ca. 47.

A. seised in see of an estate, demised to B. his executors, &c. ninety-nine years in trust for himself and his wise, for their lives, a the life of the survivor, and after the death of the survivor, in trust the heirs of their two bodies; and in default of such issue, in trust the survivor of busband and wise. A. his wise had issue a son, A di and afterwards the son dies without issue; the wise administered to husband and son, and assigns the term to C. The question was, was intitled to the trust of this term, whether it was attendant on the version, and so belonged to the plaintiff as the heir at law of A.

⁽b) The construction of these lessing powers must be governed by the intent of the parties. Vid. Pomeroy v. Partington, et al. 3 Term Rep. 665. Bagge Onghion. 8 Mod. 249. Fortese. 332. Goodtitle v. Funican, Dougl. 543.

we initited to the reversion in see expessant on this term, or to the Mindant C. as affiguee of the wise? The master of the rolls decreed the size to belong to the affiguee of the wife, and that this term should the attendant on the inheritance; for that the party who raised the said had power to sever it from the inheritance, shewed his intention to do by limiting the trust of the survivor of him and his wise, the beirs of the survivor, which, though it was a void limitation, these to shew his intent to sever such term from the reversion.

Inofice cannot be released by parol. 2 Ld. Raym. 853.

To make leases reserving the antient yearly rent annually, it may be leaved payable on a day before the year is up. 2 Ld. Raym. 1198.

These lease for the whole term amounts to an assignment. Ld.

lesse for years may surrender to a reversion for years who has a materin. Ld. Raym. 402.

Lesse by tenants in common cannot be pleaded as a joint lease. Ld.

dor cannot cut trees unless they were excepted in the demise.

Determination of a lease at will, &c. Ld. Raym. 707.

lese before purchase where it will enure by estoppel. Ld. Raym.

After makes an under-lease to commence from his death. Ld.

A dete in a lease for life includes the day of the date. Ld. Raym.

To make leafes, and rules for their construction. Ld. Raym. 268.

Power to make leafes in possession or reversion; the party makes a see in possession, he cannot make a lease in reversion of the same lands arrards. 2 Ld. Raym. 269.

Where different leafes are pleaded, the first must be traversed, and the last, otherwise of seossment. 2 Ld. Raym. 237.

Leffee may make an under leafe for the whole term. Strr. 405.

Alledging the entry of the leffee prior to the commencement of the will not vitiate the demand of rent. Stra. 550.

leafes by parol to commence at a future day are good.

Conditional furrender of a prebendary's lease good to warrant a re-

An alliguee of a leafe may allign over and discharge himself, and it is braud. 2 Stra. 1221.

⁽e) File On this subject, Pugh and the Duke of Leeds, Cowper 714. in which was laid down, that "from" may mean either "inclusive or exclusive," hall be taken in that sense which will make the deed effectual.

(E) What Leafes (or other Alls) may be made (or done) by a Tenant in Tail, and what Leafes made by such a Tenant shall be good to bind the issue or him in Remainder, or others after the Death of the Tenant in Tail; and how they shall bind.

A NY person whatsoever of full age that has any estate of inheritance in sec-tail, in his own right, of any lands, tenements or hereditaments, may at this day without sine or recovery make leases of such lands for lives or years, and such leases shall be good, so as these conditions and incidents following be therein observed and kept. Stat. 32 H. 8. c. 28. Co. Lit. 44.

First, Juch leases must be by deed indented, and not by deed post or

by parol.

Secondly, They must be made to begin from the day of the making

thereof; or from the making thereof. Co. Litt. 44. a. b.

Thirdly, If there he an old lease in being of the land, the same must be surrendered or expired, and ended within a year of the time of the making the new lease; and this surther must be absolute and not conditional; also it must be real, and not illusory or in shew only; for factum non dicitar quod non perseverat. 5 Co. 2. Co. Litt. 44. a. b.

Fourthly, There must not be a double or concurrent lease in being at one time; as if a lease for years be made according to the statute, he in reversion cannot afterwards expulse the lesse, and make a lease for life or lives, nor another lease for years according to the statute, nor e converso. 5 Co. 2. But if a lease for years be made to one, and afterwards a lease for life is made to another, and a letter of attorney is made to give livery of seisin upon the lease for life, and before the delivery made the sixth lease is surrendered, in this case the second lease is good.

Trin. 4. Jac. B. R. Co. Litt. 44. a. b.

Fifthly, These leases must not exceed three lives or twenty one years from the time of the making of them; and therefore if a tenant in tail makes a lease for twenty-two or forty years, or for four lives, this lease is void, and that not only for the overplus of time more than three lives or twenty-one years, but for that time of three lives or twenty one years also. And it has been resolved, that if a tenant in tail lease for ninety-nine years determinable upon three lives, this is not a good lease. But if a lease be made by a tenant in tail for a lesser, time, as for two lives, or for twenty years; this is a good lease. And if a lease be made for four lives, and it happens that one of the lives dies before the tenant in tail dies, yet this accident will not make the lease good, but it remains voidable notwithstanding. 5 Co. 6. Dyer 246. Co. Litt. 44. a. b.

Stably, These leases must be of lands, tenements or hereditaments marable or corporeal, which are necessary to be letten, and whereout anathe or corporeal, which are necessary to be letten, and whereout anathe or corporeal, which are necessary to be letten, and whereout anathe sale of fuch a thing as lies in grant, as an advowing fair, market, franchise, or the like, out of which a sent cannot be said, especially if it be a lease for life; this lease is void, and that the thing have been antiently and accustomably letten; and a safe a rent-charge therefore out of such lands is void. Tallenthase, Pas. 3 Jac. B. R. 11 Co. 60. Co. Litt. 44. a. b. said it tenant in tail makes a lease for three lives of a portion of an rendering rent, this lease is unquestionably void. And so also it makes is it it be a lease for twenty-one years. Trin. 2 Jac. B. R. Lated. Dodington's case.

commonly letten to farm, or occupied by the farmers thereof by the set twenty years next before the lease made, so as if it had been letter eleven years at one or several times within twenty years before the lease made, it is sufficient. And although the letting have been say of court-roll only, yet such a letting in see, for life or years, is sufficientletting; and so also is a letting at will by the common law. these lettings to farm must be made by such as are seised of an estate deritance; for if it has been only by guardian in chivalry, tenant by corresponding to the statute. So Co. 37. Dyer 271. Co. Litt.

tibly, There must be reserved upon such leases yearly, during same leases, due and payable to the lessor and his heirs, to whom reversion shall appertain, so much yearly farm or rent, or more, as been most accustomably yielded or paid for the lands, &c. within my years next before such lease made; and therefore if the rent be med but for part of the time of the new lease, this lease is void, and if the tenant in tail has twenty acres of land that has been accustably letten, and he makes a lease of these twenty acres, and of one may more which has not been accustomably letten, reserving the usually tent, and so much more as to exceed the value of the other see; this is not a good lease by the statute. So if there be tenant in of two farms, the one at twenty pounds rent, the other at tenands rent, and he makes a lease of both these farms together at thirpoonds rent; this is not a good lease within the statute. 5 Co. 8.

but if belides the annual rent there have been formerly reserved.

It not annual, as heriots, fines or other profits upon the death of the same of the profits out of another's soil, as pasturage for a colt, if upon the new lease the yearly rent be reserved, aithough these leases along the same of the leases are good. Trin 3

And also if there be more rest reserved upon the new lease than the ment has been antiently paid, the lease is good not with standing:

Muly et if tenant in tail of land lets a part of it that has been accustomably letten, and reserves the rent pro rata, or more than after the last; this not a good lease. 5 Co. 6. 44 Co. Litt. a h.

And yet if two coparceners of twenty acres of land of equal value Vol. V.

between them in tail, and these have been usually letten, and they make partition of these lands, so as each of them has ten acres; in this case they may make leafes of their feveral parts, referving the half of the accustomable rent. 5 Co. 5. And yet Co. Litt. 44. b. is contra.

And if upon the old lease the rent was payable at four days in the year, and by the new lease it is reserved to be paid at one day; this is a good leafe. So if the rent upon the old leafe be payable in gold, and the new rent be payable in filver; the leafe is not good. And if a tenant in tail be of a manor that has been usually demised for ten pounds rent; and after a tenancy escheat, and then he makes a lease of the manor, rendering 10 1. rent by the year, this is a good leafe; but if the lessor purchases a tenancy, then it seems otherwise. Trin. 3 Jac.

B. R. Cornwallis's case, 5 Co. 5, 6. Co. Litt. 44. a. b.

Ninthly, Such leafes must not be without impeachment of waste; and therefore if tenant in tail makes a lease of his land intailed without impeachment of waste; this lease is void. And if a lease be made for life, the remainder for life, &c. this is not a good leafe; for in this case during the remainders the tenant for life cannot be punished for waste done. But if such a tenant of land makes a lease of it to 7. 3. for the lives of three others; this is a good leafe, although it may afterwards become an occupancy. 6 Co. 37. and Meer's case adjudged. Co. Litt. 44. a b.

Tenthly, Such leafes must not be against any special act of parliament, and therefore if a woman that is tenant in tail of the gift of her deceased husband, or any of his ancestors, whilst she is sole, or after with another husbannd, makes any such lease warranted by this statute; yes

this lease is not good. Stat. 11 H.-7. 20. 3 Co. 51.

Eleventhly, They must have all due ceremonies and circumstances for the perfection of them, as other such like leases; as livery of seifin, and the like, where they are needful. And then only when leafes have these conditions, and are made according to these provisions, are they said to be within the statute of 32 H. 8. and such only as do bind the tenant in tail himself, and iffue in tail; for otherwise, if it be not warranted by this statute, although it will bind the tenant in tail himfelf that made it, yet it will not bind his iffue, but as to him it will be void or voidable at the least; for if tenant in tail of land makes a lease of it for a hundred years without any rent referved thereupon; this leafe as to the iffue in tail is void; but if he makes a leafe of his land for aco years, rendering rent, and has iffue, and dies; in this cafe the leafe is only voidable by the iffue at . s pleasure; and therefore if the iffue accepts the rent af er the death of the tenant in tail, by this means the leafe is affirmed and become good. But howfoever the leafe be made. it will not bind him that comes in of a remainder over, nor him that is the donor; and therefore if a tenant in tail makes a leafe warranted by the statute, and after dies without iffue, so that the land remains over to another, or reverts to the donor; in these cases neither he in the remainder, nor the donor, shall be bound by this leafe; for as to them the leafe is void. An ! yet by a common recovery the tenant in tail may make leafes of or lay charges upon the land to bind the donor and him in remainder alfo. But otherwise it is of a fine; for if tenant in tail makes a leafe for years by fine, this will not bar the donor, nor the remainder in any case where it is in a stranger. And yet if the remainder . in be in the tenant in tail himself, and he makes a lease for years by and according to the statute, or by fine; this lease is good, and shall ialis swa tomainder. 7 Co. 7. 8 Co. 54. Dyer 7, 8. Woman's impr 73. Phon. 435, 436.

That Leafes (or other Ads) may be made (or done) by the Husband who the Lands he has in Fee-simple or in Fee-tail in the Right of his The, or jointly with her; and what Leases made by him of such land are good, or not, and bow.

THE husband may at this day without fine or recovery make leases of the land, tenements or hereditaments, whereof he has elate of inheritance in fee-simple or fee tail in the right of his t made before or after the coverture; so as there be in such leases ted the eleven conditions or limitations before required in the is made by tenant in sail, and fo that the wife do join in the same and bemade party thereunto, and so send and deliver the same deed Stat. 32 H. 1. e. 28. Co. Lit. 44.

Init a man and his wife make a letter of attorney to another to dethe leafe upon the land, this leafe is not a good leafe from the wife named by the starute. And yet then, as in other like cases of leases warranted by this statute, it is a good leafe against the husband. when the lease is such a lease as is warranted by the statute, it hibe halband and wife both, and the heirs of the wife; but if it be that tails it does not bind the donor, nor him in remainder. Paf. Ja. B. R.

With husband and wife at the common law had joined in a lease of had without rendering of rent; this leafe had been void as against

wife; and so is the law still. 26 H. S. 2.

I the husband at the common law had been seised of land in the not his wife, and he had made a lease for years rendering rent, and i; this lease had been void, and so is the law still. 26 H. 8. 2. £ 77.

"If the husband and wife at the common law had made a lease by frendering rent; this leafe had been void as against the wife; and

habe law still. Dyer Qi.

The husband and wife together may by fine or recovery make what they will of her land, or charge it for what time they will; and belies and charges will be good against the husband and wife both, Mitheir heirs also. But if the husband alone levies any sine of his land, and thereby makes any estate whatsoever; this will not with wife after the husband's death, but she may avoid it. And if hubband and wife make a lease of her land, rendering rent to them the heirs of the wife (as in such leases it ought to be); in this case bulband cannot by fine or otherwife grant or discharge this rent was than during coverture, unless the wife join in the fine, but the mal descend, remain or revert in such fort and manner as the I 2 land

land should have done. Stat. 32 H. 8. c. 28. Vide Woman's

Lawyer 163.

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If a woman seised of an estate for life, with a power to make a lease for three lives or twenty-one years, marries, and she and her husband join in making the lease, and both die before the lease is expired; here, though the husband in right of his wise, and she in her own right, are possessed of an estate for life, and therefore can, as owners, make a lease, and there appears no intention of the parties, (imagining perhaps they should have out-lived the lease) that this lease should be made by virtue of the power; yet because the lease, supposing it made by the would have, (it would be a good lease during the lives of the husband and wise) yet because it cannot have all, it shall be esteemed made by virtue of the power. Lucas, 10 Mod. 36.

(G) What Leafes (or other A2s) Bishops, or other Spiritual or Ecclifassical Persons and Colleges may make (or do) with the Lands they have in the Right of their Churches or Houses, &c. and what Leases made by such Persons will bind their Successors and others, or not,

ISHOPS, with the confirmation of the dean and chapter, parfons or vicars, with the confent of their patrons and ordinaries, archdeacons, prebends, and such as are in the nature of prebends, as precentors, chaunters, treasurers, chancellors, and such like; also matters and governors, and fellows of any colleges or houses, (by what name soever called) deans and chapters, masters or guardians of any hospital, and their brethren, or any other body politic, spiritual and ecclesiastical, (Concurrentibus bis que in jure requirement) might by the tates of their spiritual or ecclesiastical livings for any time without thint or limitation. Co. Lit. 44. 5 Co. 14. 11 Co 66. See Burr. Rep. 221.

And at this day the bishops, and the rest of the said spiritual persons, except parsons and vicars, may make leases of their spiritual livings for three lives or twenty-one years, and such leases will be good both against themselves and their successors. But such persons may not make leases or estates for any longer time than three lives or twenty-one years; and if they do, although it be by sine or recovery, or it be construed by the dean and chapter, &c. yet it is void against the successor. Neither will the leases made by such persons for three lives or twenty-one years be good, unless they have certain conditions and properties required in them. Stat. 32 H. 8. c. 28. 13 Eliz. c. 10. 1 Jac. c. \$ 1 Eliz. c. 19. 14 Eliz. c. 11. 18 Eliz. c. 10. 20.

First, That they have the effect of all the qualities or properties before mentioned and required by the statute of 32 H. 8. in the least mae by the tenant in tail, and be made after that manner, wis. that

they be by deed indented.

Secon Ily

Secondly, That they begin from the time of the making of them. Thirdly and Fourthly, That the old lease be surrendered, and there heart a concurrent leafe (fave in the case of a bishop); and therefore if fach person makes a lease for twenty-one years to one, and then the lease for three lives to another; this second lease is void. And at a bishop makes a lease for twenty-one years to one man, and then a year after makes another lease to another for twenty-one years, from the making of it; this, if it be confirmed by dean and er, is a good leafe.

bly, That they do not exceed three lives or twenty-one years,

they may be for a less time.

they, That they be of lands or tenements manurable or cor-

Levely, That they be made of lands that have been commonly let firm by the space of twenty years before.

lightly, That there be referved upon them the antient and accusand rent payable to the leffor or his successors during the time.

That they be not made without impeachment of waste.

Teably, That there be livery of seisin upon them, &c. where it is

Mentally, If the leafe be made according to the exception of the me of a Eliz. and 13 Eliz. and not warranted by the statute of 32 8. as in case of a concurrent lease, and it be made by a bishop or fole corporation, it must be confirmed by the deans and chapters, tothers that have interest. And if a parson or vicar make a lease, it is good but during the parlon or vicar's refidence, according to the me of 13 Eliz. c. 20. and in this case there needs no confirmation 11 Co. 66. 5 Co. 3.

Twelfibly, Some of the leafes that are made by the colleges and s of the university, &c. must have some rent-corn reserved upon

Stat. 18 Eliz. c. 20.

But bishops, deans, parsons, and such like spiritual persons, cannot. the next advowsons of churches, neither can they grant rents out their spiritual livings, but the same charges will be void after their And if a bishop suffers an annuity to be recovered against him Apretence of title of prescription on a judgment after a verdict or lection, or a parson in such a case prays in aid of the person, and so an annuity to be recovered; this will not bind the fucceffor. yeta bishop, or any such spiritual person may grant antient offices will of necessary or conveniency, as the offices of chancellor, regif-I bailiff, or the like, with the antient fees incident thereunto, for life or lives of the grantees: and fuch grants are good although they made by the bishops of the new erected bishopricks, and that there not in them the conditions and properties required in the leases bementioned, fo as they be confirmed by the dean and chapter. I they may not grant any new office, nor yet add any new fee the old offices; and therefore if a bishop grants any annuity pro The impenso & impendende, where none was before; this will bind the successor. And yet if there be an old fee, and there a new fee added to it; in this case it seems it is good for the fee, although it be void for the new fee. Neither may they grant

grant their offices otherwise than they have been granted: and thorefore where the antient grant of the office has been to one, it cannot be
now granted to two; and where the antient grants have been to two
jointly, they may not be now granted in remainder one after another.

Neither may the grants of these offices be langer than for the life or
lives of the grantees. And in case where the grant is void, the confirmation of the dean and chapter will not make it good. 5 Co, 15.

11 Co. 66. 10 Co. 58. Dyer 370. And most of these points were
agreed by justice Jones and justice Whitlock, at Lent assignment.

ter, 6 Car.

But here observe, that although in all these cases of leases and grants not warranted by the statutes aforesaid, the statutes say the leafes shall be void: yet this is to be understood as against the successors, and not against the lessors themselves; for the leases are good to long as the leffors live, or at least so long as they continue in the place: and thesefore if such a lease be made by a dean and chapter, or other corporation aggregate; it is good as against the dean or others, head of the corperation, so long as he continues in his place. And if a bishop makes any lease or other grant not warranted by the statute of . Eliz. or a dean and chapter, master and fellows of a college, or the like, make leases not warranted by the statute of 13 Eliz. c. 10. these leases are good against themselves, altho' they are void against their successors. So as if a private act of parliament intails land upon a man, and appoints him what estates he shall make, and that if he makes any other estates they shall be void; in this case they shall not be void as to the tenant in tail himself that makes them. Co. Lit. 45, 329. 3 Co. 59. 10 Co. 59. 11 Co. 73, 78. 5 Co. 5.

Leases of benefices with cure are no longer good than the parson is

resident. Stat. 13 Eliz. c. 20.

Leases made by colleges must have reserved upon them the third part

of the rent in carn. See the flatute of 18 Eliz. c. 20.

A college was feised in fee of lands in right of the college, and the statutes relating to the constitution of it restrain from making leases of the lands, other than for twenty-one years at the rack rent. The college made a lease to J. S. for twenty one years at the rack rent; the leffee improval the premisses; and at the college audit an entry was made in the register, by which, in consideration that J. S. had built two houses, and thereby had improved the premisses, therefore it was recommended, that at the end of the leafe the college should make him a new lease for twenty-one years, at the antient rent, without raising it; and this entry was figned by the master, warden, and most of the fellows: afterwards, upon J. S.'s applying for a new leafe, the college, at the audit held about half a year before the expiration of the old leafe, made an order, that J. S. should have a n. w lease at the old rent, and under the same covenants as the former; and this order was signed by the master, warden, and most of the fellows: F. S. died intestate about the time of the next audit, which was three weeks before the leafe expired; whereupon the widow, as administrator, applied at the audit following after for a new leafe, but being refused brought her bill for that purpose. And lord chancellor said, the master-warden betrayed his trust in relation to the college, and had acted inconfishently with the outh he had taken; that he did not like the recommendation made by the

he mafe, warden and fellows, to make a new leafe to the intellate at medirent, it being no less than a recommendation to their successors brong the college, and break their flatures, which say, that no leafe dishibe made but at rack rents; and as to the figning of the matter, mies and fellows, that could not be fuch a contract as bound the cole; for a contract to bind that must be under its common seal; wherethe bill was dismissed with costs. Will. 655.

Of the Manner of Agreement in Leafe, and the Words whereby force is fet down; and what Words will make an Estate for Life Tears.

Leafe made for a thousand days, months or weeks, is as good I for so long as it endureth, as a lease for an hundred or a thousand s. So a lease for half a year, or a whole year, is good. 6 Co.

, 14 H. S. 13. bif a lease be made from day to day, or from week to week, for r years; this is a good leafe for four years. Et fic de fimilibus.

So if one makes a lease for ten years, and so from ten years to ten , during an hundred years, or until an hundred years incurred; is a good leafe for an hundred years. Plow. 272.

Emfe: 49. So if one makes a lease for three years to three years during the life 3.8. in this case if livery of seifin be not given, this is a good lease Serior years; but if livery be given it is a good leafe for the life of J. & And if a lease be made from my death until Anno Domini 1650,

is a good leafe. Dyer 24. If I fay to J. S. being in my house, here J. S. I demise to you my house Livery of seifin. and land fo long as I hove; this is a good leafe to him if livery of feifin

t made. 6 Co. 26. If one makes me a lease of land until a hundred pounds be paid me, and makes livery of feilin upon it; this is a good leafe of land for We determinable upon the payment of the hundred pounds. But if no bray be made, it is no good leafe. 21 Aff.

If one makes a lease to me for my life, and for four, ten or twenty Executors. yan after; this is a good leafe for life; first it livery of seisin be' made, and then a good lease for years, for so many years as are agreed mon afterwards, which my executors shall have. And if no livery of finbe made, yet it feems it is a good leafe for fo many years after my

death. Bro. Leafes 27, 51. If an in there of leale be made between A. of the one part, and B.C. and the other part, and therein A. demises land to B. to have and to hold to him for eighly years, if B. Shall live fo long, and if be dien or alleus the premisses within the term, then that his estate shall tesfe; and then the leffor grants the land to C. for so many years of the last term as shall be then to come after the death or alienation of B. if he lives to long : this is a good leafe to B. for to many years as he

shall live of the eighty years, but the lease to C. after is not good, for the term is ended by the death of B. But if the words of the second demise be, to have and to hold during the residue of the eighty years, and not during the residue of the term; the second demise is good to C. also.

1 Co. 153. Dyer 253.

If one makes me a lease for fixty years if I live so long, provided that if I die within the term, that my executors shall have it during the refidue of the fixty years, in this case this is a good lease for the fixty years determinable upon my death, but not a good leafe for the relidue of the fixty years after my death; and yet it may amount to a good covenant for that time. 1 Co. 145. Dyer 150, 253.

A leafe for years cannot by the agreement of the parties be made to the heirs of the leffce, nor intailed to the heirs of his body; and therefore if a leafe be made to J. S. and his heirs, or to J. S and the heirs male of his body, yet the executors of J. S. and not his heirs, shall have it; and the executors may fell the term. 2 Co. 24. 10 Co. 87.

Covenant.

If A, covenants to levy a fine to B, and his heirs, provided that if he pays B. and his heirs 10 l. at the end of thirteen years, that then the time shall be to the use of A. and his heirs: and A. covenants with B. by the same deed, that B. his heirs, executors and assigns, shall quietly held the premisses from Michaelmas next for thirteen years, and yearly from thenceforth for ever, if the tol. be not paid according to the intent; this covenant does not make a good leafe for the thirteen years, and it is but a covenant. Evan's case, Trin. 5 Jac. B. R.

If one makes a leafe for a certain number of years, and it is further agreed that upon some contingent the lessee shall have the see-simple, and livery of feifin is given thereupon; the leafe for years continues good

for the time agreed upon. Plow. 272.

If two agree by word that one of them shall have such a piece of land for twenty years; this is a good and perfect leafe that is made by this agreement, although they agree to have a writing made of it afterwards; for the writing is but the confirmation of it. But if the agreement be, that fuch a writing shall be made, or that a leafe shall be made of such a thing between them, and put in writing, so that the agreement bath reference to the writing, and implieth an intent not to perfect the agreement till the writing be made; in this case the lease is not a perfect lease until the writing be made. Per justice Jones at Gloucester ashizes.

Although the most usual and proper making of a lease is by the words demife, grant, and to farm let, and with an babendum for life or years; yet a leafe may be made by other words; for whatfoever words will amount to a grant, will amount to a leafe; and therefore a leafe may be made by the words, give, betake, or the like. The word locavit also is a good word. And the use in the exchequer is to make scales by the word committimus, which is a good word to make a leafe. Co.

Lit. 5. F. N. B. 270. E. Bro. Leafes 71.

And if B. docs but grant and covenant with B. that B. shall enjoy fuch a piece of land for twenty years; this is a good leafe for twenty years. Bro. Leafes 60.

So if A, promifes to B, to fuffer him to enjoy fuch a piece of land for twenty years; this is a good leafe for twenty years. Per Cur' B.

R. Mick . 9 Jac.

So if A. licenses B. to enjoy such a piece of land for twenty years: this is a good leafe for twenty years: and therefore it is the common

Words.

mule, if a man makes a feoffment in fee, or other estate, upon condime that if such a thing be done at such a time, that the seoffor, Ge. me-enter, to the end that the feoffor, &c. may have the land and misse in possession until that time, to make a covenant that he shall land take the profits of the land until that time: and this covenant make a good leafe for that time, if the incertainty of the time descento care must be had) do not make it void. And therefore if durgains and fells his land to B. on condition to re-enter if he pays 100 l. and B. covenants with A. that he will not take the until default of payment, or that A. shall take the profits until t of payment; notwithstanding this may be a good covenant, yet cas no good leafe. And if the mortgagee covenants with the mortm, that he will not take the profits of the land until the day of payof the money; in this case although the time be certain, yet this is pod leafe, but a covenant only: and if one gives a bond for the bolding of one close for three years; it seems this is no lease in · Agreed by all the judges, Mic. 20 Jac. & per Justice Bridgman Cr. B. R.

the opinion of the parliament for bonds and covenants both, flat. 14

(1) Of two Leafes at one Time of the fame Thing.

Pa lease be made for life or years to A. and after the lessor makes a leafe for years to B. regularly this concurrent leafe to B, is a good for so many years of the second lease, as shall be to come after the Rease is determined according to the agreement; as if the first lease A be for twenty years, and the second lease to B. be for thirty years, both begin at one time; in this case the second lease is good for the ten years. And yet the reversion at the common law would not pass thout the attornment of the tenant; and therefore if any rent was reared on the first lease, the second lessee shall not have it until the first see attorned, (but now fuch attornment is useless.) But if the second be be for the same or for a leffer time; as if the first lease be for tery or ten years, to begin at the same time; these second leases are the most part void. Plow. 433, 421, 273, 521. Co. 155. 4 14.58. Bro. Leafes 72, 10. Vid. Shep. Prac. Con. 112, 113. And yet herein a difference is taken between leafes made by matter record and by writing, and leafes that are made by word of mouth; if the second lease be made by fine, deed indented, or poll, although The but for the same or for a lesser time, and although it be a lease of had uself, and not of the reversion, yet it will pass the rent reserved ma the first lease, if the first lessee attorns, and so also it will do withmanornment where attornment is not needful. But if the second lease made by word of mouth, it is otherwise, for a reversion and a rent in his case will not pass without deed, and therefore a grant by word does and pass them. And if the second lease be by fine or deed indented. then

then also it will work by way of estoppel, both against the lessor and against the lessor; so that if the first lease happens by any means, as by surrender or otherwise, to determine before it be run out, then the second lesses shall have it; and if there be any rent reserved upon the second lease, the lesses must pay it from the time of making the lease. Dyer 58, 356. Plow. 421, 422. Co. 155.

And therefore if one makes a lease of land to A. for ten years, and after makes a lease to B. of the same land from Michaelmas next for ten years, and before Michaelmas the first lessee purchases the fee-simple, so that now by this means his term is drowned; in this case the second

leafe shall begin at Michaelmas, Dyer 112. Plow. 432.

So if one makes a leafe to A. for twenty years, and A. makes a leafe of the land to B. for two years, rendering rent, and afterwards A. makes a leafe for the rest of his time to C. by deed; this leafe, is a good leafe of the rent and reversion; and so it is also without attorment, if there be any consideration given for it; for then it is also a good leafe

for all the rest of the term after the two years. 4 Co 53.

So if one makes a leafe to A. for twenty years, if he lives fo long, rendering rent, and afterwards he makes a leafe to B. by indenture for eighty years, to begin presently, or grants the reversion to begin at a day past, or the like; in all these cases, the rent will pass; and it will be a good leafe for the land for fo many of the years as shall be to come after the first lease ended. But if the second lease be by parol without a deed, the reversion as a reversion will not pass, and the grant will be void if there be nothing else to help it. And in cases where the second lease is void, although the first lessee surrenders his estate, or his estate ends by a condition, yet the fecond leafe is not hereby made good. But if the second lease for years after another lease for life or years be made for money, so as it may be said to pass by way of bargain and sale; this may help the matter; for in this case, although it be by word only, it may pass the reversion and the rent also; but in most cases it is good for the remainder of the term after the first lease ended. And if the fecond leafe be to begin after the end of the former leafe; in this cafe the former lease is no impediment at all to the validity of the latter lease, but the latter leafe is good notwithstanding. Co. 155. Plow. 432, 234. Kil. 6 Jac. Finch v. Vanghan. Dyer 112. 2 Co. 35, 36.

(K) Of the Commencement, Continuance and End of the Term or Eflate.

Lease for years may begin at a day to come, as at Michaelmas next, or three or ten years after, or after the death of the leffor, or of J. S. and it is good as where it begins presently. But a lease ter life of any thing whattoever, whether it be in livery or in grant, if it be in the before, cannot begin at a day to come. And therefore if lease be made bubendum from Michaelmas next, or from the day of making it, or after the death of the lessor, or after the death of J. S. to the lesse for life; this lease is not good; but in case of a lease of land made thus, it is sometimes made good by the livery of seisin. 5 Ce. 1. Co. Lit. 48. Plow. 256, 257.

But

But all leafes for years, whether they begin in presenti or in futuro, the certain, that is, they must have a certain beginning and a certain and so the continuance of the term must be certain, otherwise are not good. And yet if the years be certain when the leafe is Reeffect in interest or possession, it is sufficient; for until that time ndepend upon an uncertainty, viz. upon a politible contingent pret before it begins in possession or interest, or upon a limitation or geat subsequent: but when it is to be reduced to a certainty upon meent precedent, the contingent must happen in the lives of the . And although there appears no certainty of years in the leafe, by reference to a certainty it may be made certain, it is sufficient. nten est quod certum reddi potest. As if A. seised of lands in fee no B. that when B. shall pay to A, twenty-one years, and after my the twenty shiffings; in this case B. shall have a good lease for Tyone years from thenceforth. And if A. grants to B. that if his safer life shall die, that B. shall have the land for ten years; this is leafe. And if one makes a leafe for years after the death of C. Acceptable ten years; this is a good leafe if C. dies within the ten otherwise not. But if A. be seifed of land in see, and leafe it to rten years, and it is agreed between them that B. shall pay to A. a. ad round: at the end of the fuid ten years, and that if he does fo, half pay the faid hundred pounds, and a hundred pounds at the end buy ten years, that then the faid B. shall have a perpetual demise Igent of the premises from ten years to ten years continually followseara memoriam bominum, &c. although this is a good leafe for the ten years, yet it is void for all the rest for incertainty. Co. 155. 25 Co. Lit. 45. Plow. 83, 270.

and if a lease be made to begin from the nativity of Christ, and he saot say which mativity, as next, &c. it is void for incertainty.

16 Foc. in Scac'.

that yet if a leafe for years be made of land in leafe for life, to have to hold from the death of the tenant for life; this is a good leafe. If it be, to have and to hold from Michaelmas next after the death of tenant for life; or from Michaelmas next after the determination of the tenant for life; these are good leafes. Plow. 192,

So if there be a former leafe in being for life or years, and another see for years is made of the land, to have and to hold from the end of the former estate by surrender, sorfeiture, or otherwise, for twenty and; or to have and to hold from the surrender, so seiture, or other comination of the sormer leafe, if there be any, and if there be none, twenty years; these and such like leases are good, and this comment is certain enough. 6 Co. 36.

And if one makes a lease to begin after the death of J. S and to mine until Michaelmas, which shall be Anno Domini 1650, this is a

ad lease. Plow. 525 and in 17 Jac. B. R. agreed.

If a man has a leafe of land for an hundred years, and he makes a set of this land to another, to have and to hold to him for forty years, begin after his death; this is a good leafe for the whole forty years, there shall be so many of the hundred years to come at the time of seath of the lessor. But if the lessor grants the land to another, to see and to hold to him for and during all the residue of the term of

an hundred years that shall be to come at the time of the death of the grantor; this is void for incertainty. And yet if in this case he grants withal, all his sstate, or all his term, or all his interest in the premisses of the deed, and then says, to have and to hold the land, &c. to the grantee for all the residue of the term of an hundred years that shall be to come at the time of his death; by this the whole estate and interest of the grantor into the land passes presently by these words in the premisses of the deed. And if in this case the lesses for a hundred years makes a lease of the land, to have and to hold after his death for a hundred years; this will be a good lease for as many of the first hundred years as shall be to come at the time of his death. Lit § 437. Bro. Grant. 154. Co.

155. Plow. 520, 521.

If a man makes a lease for twenty-one years, if J. S. lives so long, or if the coverture between J. S. and D. S. shall so long continue, or if J. S. shall continue to be a parson of Dale so long; these and such like leases are good. But if A. makes a lease to B. for so many years as A. and B. or either of them, shall live, not naming any certain number of years; this cannot be a good lease for years. So if the parson of Dale makes a lease of his glebe for so many years as he shall be parson there; this is not certain, neither can it be made so by any means. And yet if a parson shall make a lease from three years to three years, so long as he shall be parson; this is a good lease for six years, if he continues parson so long, and for the residue void for incertainty. So if I make another lease of land until he be promoted to a benefice; this is no good lease for years, but void for incertainty. Co. Lit. 45. Plow. 27.

If I have a rent-charge of twenty pounds per annum, and let it to another until he has levied a hundred pounds; this is a good leafe for five years. But if I have a piece of land of the value of twenty pounds per annum, and I make a leafe of it to another until he shall levy out of the profits thereof a hundred pounds; this is no good leafe for years. but void for incertainty, 6 Co. 35. 14 H. 8. 10. Plow. 274.

If A. makes a lease to B. for ninety-nine years, to begin after the death of A. on condition to be avoided upon the doing of divers acts by others; and after makes another lease of the land, babendum after the determination or redemption of the former lease; this is a good

lease, and certain enough. Per Justice Bridgman.

If A. makes a lease of land to B. for so many years as B. has in the manor of Dale, and B. has then a lease for ten years of the manor of Dale; this is a good lease for ten years. But if a A. makes a lease of land until B. upon an execution sould be fatisfied the duty for which the execution is such; this lease is void for incertainty. And if a lease be made during the minority of J. S. or until J. S. shall come to the age of twenty-one years; these are good leases; and if J. S. dies before he comes to his full age, the lease is ended. But if a lease be made to another until a child that now is in its mother's belly shall come to the age of twenty-one years; this lease is not good. And if a lease be made for so many years as J. S. shall name; in this case if J. S. names a certain number of years in the life-time of the party lessor, this is a good lease. But if a lease be made for so many years as the executor of the lessor or lesses shall name; this lease is void. Plow. 273, 522, 523. F. N. B. 6 N. 14 H. 8. 11. 6 Co. 35.

But

But here observe, that in all these cases of incertain leases made with had limitations as aforefaid, as until fuch a thing be done, or so long as that thing continues, &c. that if livery of seisin be made upon them, may be good leases for life, determinable on these contingents alwh they be no good leafes for years. Plow. 27. 6 Co. 35. had in some special cases a lease may be good notwithstanding some mainty in the continuance of it; for a leafe may cease for a time, perive again: as if tenant in tall makes a lease for years, reserving my shillings, and after takes a wife and dies without issue; in this es to him in reversion the lease is merely void; but if he endows evise of the renant in tail of the land, as to the wife, it is revived So if tenant in tail makes a lease for life or years rendering rent, des without iffue, his wife enfeint with a fon, and he in reversion in this case as against him the lease is void; but after the son is m, the leafe is good again if it be within the flatute. So if tenant in completakes a wife, and then makes a leafe for years, and dies; the is endowed; in this case he shall avoid the lease, but after her de-Ethe leafe shall be in force again. Co. Lit. 46. 10 E. 3. 26. Amently there were no leafes for years but what were for short m, which were little regarded; this was the reason why if a real was brought against the person who had the freehold, and a remy was thereupon had, though by covin, yet the leffce for years, beeftate was precedent to the freehold, was bound by this recovery, coold not fallify the statute 21 H. 8. c. 15. and therefore the leases years cfually made being but short, a life was presumed to have a ger continuance than any term; and therefore a devise of such a mafter a life was void. Will. 574, 575. A. possessed for a long term for years, made a lease to B. for five s, and covenanted for himself and his executors to renew the lease

the fame rent, and on the fame covenants, upon the request of B. the fame rent, and on the fame covenants, upon the request of B. thin the term; B. died within the term, having laid out a consideration in improvements, and the executors within the term requested the lessor to make a new lease for fifty years, at the old rent. Lord inaction decreed lessor to renew, but not for so long as was requested, in for twenty-one years, that being the usual term for leasing. 2

(L) Of Forfeiture by Leffees.

HERE a man makes a lease for life or years, upon a condition of re-entry for a forfeiture, or that the lease shall be void if the lesse assigns or alicns it without licence; and afterwards the lesse assigns it without licence, this is a forfeiture; and such a forfeiture want which this court cannot relieve, because it is urknown what sall be the measure of the damages; for the court never relieves but in such cases where it can give some compensation in damages, and where there is some rule to be the measure of such damages, to avoid being arbitrary. 8, 9 Mod. 113.

Where

(M) Where a Leafe for Life or Tears shall be void into facto by the Death of the Lessor, or by other Means, or not, but voidable by Entry, Sec. and how.

EASES for lives or years of three natures: some are good in law, some avoidable by entry, and some woid without

entry.

Of such as are good in law, some are good at the common law; as leases made by tenant in see-simple, notwithstanding they be for longer time than three lives or twenty one years; some by all of parliament, as leases made by tenant in tail, leases made by a bishop seried in see in the right of his church alone without the chapter, leases made by a man seised in see-simple or see tail of land in the right of his wife, together with his wife, for twenty-one years or three lives, according to the statutes.

And of fuch leafes as are void also, some are void at the common law, and that sometimes in presenti, as in the cases before of leases for years that have no certainty in them, or leafes for lives made without livery of seisin, and the like. And some are void in futuro; as if a tenant in tail makes a leafe for years, warranted or not warranted by the statute. and after dies without iffue; this leafe is void as to him in reversion or remainder: Ceffante flatu primitivo ceffat derivatious. So if a prebend, parson or vicar, makes a lease for years not warranted by the statutes; this is void by the death of the lessor, and the successor needs not make any entry or claim to avoid it. So if a tenant for life makes a lease for years, and after dies; in this case the lease for years is void; and therefore in all these and such like cases no acceptance of rem will affirm fuch leases. But otherwise it is in cases of leases for years made by bishops, although they be confirmed by dean and chapter; and of leafes made by deans and chapters, or tenant in tail, as to their successors and issues, when the leases are not warranted by the statutes: and otherwise it is also in the cases of leases for life made by these or any of the former lessors; for in all cases of leases for life it must be avoided by entry, &c. and therefore such leases are not void but voidable, viz. the leases of bishops and deans after their death by their successors, by the statute law; and the leafes of tenants in tail by their iffues after their death by the common law. And in these and such like cases the acceptance of the rent by the iffue or successor will make good the lease at least for their time. Co. Lit. 45. 3 Co. 59. 65. 7 Co. 8.

If a lease be made for years, on condition that upon such a comingent it shall be void; in this case so soon as the thing happens the lease is void if so facto without any re-entry, &c. But if a lease for life be made on such a condition; in this case the lessor must enter, &c. be-

fore the leafe will be woid. 3 Co. 65.

(N) What shall be faid a good Lease at Will, or not.

one makes a lease to another during the will and pleasure of him that lets, or him that takes, or both, (for so in effect is every lease at it is in a good lease at will. So if one makes a feoffment in see, the for life, Se and does not make livery of seisin, and so persect that, the seoffee or lesse has only an estate at will.

It is a bargain and sale be made of land, and the same is void, or poration grants land, and the land is void; by this there is no at will made.

14 H. 8. 12. Co. Lit. 55, 56. 270,

(O) Of Repairs, &c. by Leffces.

Leafe was made for a long term of years, and in the leafe there was a covenant that the leffee should repair; the leffee makes an or-leafe to J. S. who is in possession; the under leffee is not bound as covenant in equity, there being no assignment of the term; but proper remedy is against the first lesse and his executors, G. If an makes a lease rendering rent, and the lesse assigns to an interpretary that the lesse in equity shall be liable to pay the rent, so. 87, 88.

It a leffee for a long term of years covenants to lay out 200/, the premises within the first ten years, and lays out but 30 sher thirty years of the lease are expired, the lessor brings as of covenant, and recovers 150/ damages; equity will neither against the damage, nor decree the money to be now laid out in revenents; for per lord chancellor, though the damage scenes extended, yet the Jury were proper judges; and to decree it to be laid now the lease is almost expired, is not proper; for it is proble the lesse would not be so careful in laying it out in lasting tweeness, as he would be were it laid out at shift. 1 Vern,

the plaintiff let a farm to the defendant by leafe at an annual rent, the defendant covenanted, among other things, not to plough of the pasture land; and if he did plough up any part of it, that would pay after the rate of twenty shillings for acre for annum: but defendant ploughing up some of the pasture, an injunction was red for. The court would not grant any injunction, and declared, the defendant was plaintiff to be relieved against paying twenty may an acre for ploughing, they would not relieve him. 2 Ferm.

Long

Long building leafes of infants' effates, where for their benefit, have been often decreed by the court of chancery. *Ibid.* 225. (a)

(P) Of Waste committed by Leases.

A Lessee for years without impeachment of waste, remainder to the bishop of London, upon a bill brought by the bishop, was injoined from digging the ground for brick. Will. 527.

Leffee for years, without waste, cannot pull down an house, or the trees that are a defence or ornament to the house, but may open mines.

Will. 528.

PRECEDENTS OF

Leases.

A short Lease by way of Memorandum.

EMORANDUM, that K. D. esq; leased to R. S. the messuage or renement in W. street, in the parish of M. in the county of M. in which the said K. D. lately dwelt, to bold for one whole year from Midsummer next ensuing, and so from year to year; yielding and paying yearly and every year unto the said K. D. 24 l. at the four most usual seasts in the year, viz. Michaelmas, Christmas, Ladyday and Midsummer, by even and equal portions; And the said K. D. did agree to repair the premisses, other than the glass windows thereof, and pales before the door; And the said R. S. did agree to repair the said glass windows, during the term; And the said K. D. did agree, that R. S. might retain the first quarter's rent, laying it out in painting

⁽a) For further learning relative to leases, which is a very important and diffusive subject, vid Bacon Abr. tit. Leases and terms for years; where this subject is treated in a perspicuous and masterly manner.

the outside of the said house, and the overplus (if any) otherwise in and about the faid house; And further, the said R. S. may enter at my time before Midsummer, provided that if either of the said parties, therexecutors or administrators, shall be minded to determine the faid kee, and thereof leave and give notice in writing to the other, his exexers or administrators, one quarter of a year before the end of any see year, then from the end of the same year this lease shall determine who toid. In Witness, &c.

A Lease of a Messuage, &c. for a Term of Years.

THIS Indenture, made, Gc. Between N L. of, Gc. of the Confideration. one part, and W. S. of London, merchant, of the other part, Inefab, that the faid N. L. as well for and in confideration of the sum sty pounds of lawful, &c. to him in hand paid by the said W. S. as a un premium, the receipt whereof he doth hereby acknowledge, and thereof releafe and discharge the said W. S. his beirs, executors and adminisbes, by these presents, as also of the rents, covenants and agreements com after referred and contained on the part and behalf of the faid F. F. his executors, administrators and affigns, to be paid, kept and formed, Hath demised, granted, and to farm let, and by these pre- Covenant of de-Dath demise, grant, and to farm let, unto the said W. S. All that mise Eluge or tenement, &c. with their and every of their appurtenances, Premisses. nate, lying and being, &c. late in the tenure or occupation of, &c. sow in the tenure or occupation of him the said W. S. adjoining Award, &c. together with all ways, passages, waters, water-courses, the, easements, privileges and appurtenances whatsoever, to the same Rolles belonging or in any wife appertaining; To have and to hold Habendum for a tid meffuage or tenement, and all and fingular other the premiffes term of years. exabefore mentioned or intended to be hereby demised, with their every of their appurtenances, unto the said W. S. his executors, militrators and atligns, from the feast day of, &c. now last past, tand during and unto the full end and term of, &c. from thence 🗪 calning, and fully to be compleat and ended; Yielding and pay- Reddendum of a therefore yearly and every year during the faid term unto the faid certain rent, L his heirs and assigns, the yearly rent or sum of, &c. of lawful, payable quaron the four most usual feast-days or times of payment in the year; us to fay) the feast-days of, Gc. And the said W. S. for himself, Covenant for beirs, executors, administrators and assigns, doth covenant, pro- payment of the k and agree to and with the faid N. L. his heirs and affigns, by rents. the preferms, in manner and form following; (that is to fay) that he aid W. S. his executors, administrators and assigns, or some of en, shall and will from time to time, and at all times hereafter, well trely pay or cause to be paid unto the said N S. his heirs or assigns, the faid yearly rent or fum of, &c. of lawful, &c. at the days or times membefore mentioned or appointed for payment thereof, by even and portions as aforesaid: And that he the said W. S. his executors, Covenant that ministrators and affigns, shall and will from time to time, and at all the lesses shall Vol. V.

times repair, &c.

Covenant to leave the premiffes in good repair at the end of the term.

Covenant that the leffor, Ge. may come upon the premiffes to view the repairs, and give notice of what is in decay;

and that the leffee shall repair within, &c. af-

Covenant for the rent be not paid, or the premiffee not re-

Covenant that in case the rent be paid, and the condition, &c. performed, the

times hereafter during the faid term, at his and their own proper cofts and charges, well and fufficiently repair, support, uphold, sustain, maintain, pave, purge, fcour, clean, amend and keep the faid meffuage or tenement, and all and langular other the premisses hereby granted, with their and every of their apportenances, by and with all and all manner of needful and necessary reparations and amendments, when, where, and as often as need or occasion shall be or require: And the same premisses and every part thereof, with the appurtenances, so being well and fufficiently repaired, supported, upheld, sustained, maintained, paved, purged, scoured, cleansed, amended and kept, together with the several goods and other things in, &c. hereunto annexed, in as good plight and condition as the same now are, reasonable use and wearing thereof in the mean time only excepted, at the end of the said term, or other sooner determination of this present lease, which shall first happen, shall and will peaceably and quietly leave, surrender, and yield up unto the faid N. L. his heirs or affigue, without contradiction in may wife: And also that it shall and may be lawful to and for the said N. L. his heirs and alligns, or any of them, with workmen or others, or without, twice or oftener in every year, yearly, during the faid term, at his or their wills or pleafures, at feafonable times, in the day time, to enter and come into and upon the faid demifed premiffes, or any post thereof, there to view, fearch, and fee the state and condition of the reparations thereof, and to give or leave notice or warning in writing. at the same denoted premisses, to or for the said W. S. his executors, administrators or assigns, for the repairing and amending of all such defects, decays and wants of reparations, as upon any such view or views shall be found needful to be repaired and amended within, Sc. next after fuch notice or warning; Within which said time of, Ga. next after every or any such notice or warning, he the said W. S. for himself, his executors, administrators and assigne, doth covenant, proter such notice, mise and agree, to and with the said N. L. his heirs and assigne, by these presents, well and sufficiently to repair and amend the same defects, decays and wants of reparations accordingly: Provided always. re-entry in case that if it shall happen the said yearly rest or sum of, Gr. shall be behind or unpaid, in part or in all, by the space of, &c. next over or after any of the faid feafts, or days of payment thereof before mentioned. paired after no- (being lawfully demanded) or if the reparations of all and fingular the tice andoresaid. faid demised premisses, shall not from time to time, during the faid torm, be evell and sufficiently made and done within three months ufter every notice or warning given, or left for doing thereof as aforefaid, that then and in every or any of the faid cases it shall and may be lawful to and for the faid N. L. his heirs and alligns, or any of them, into the faid demiled premises, with the appurtenances, and into every part thereof, in the name of the whole, wholly to re-enter, and the same to have again, retain, repossess and enjoy, as in his or their first or former eltate, and the faid W. S. his executors, administrators and alligns, and all other the occupiers and possessors of the said demised premisses or any part thereof, thereout, and from thence utterly to expel, put out and amove, this indenture, or any thing herein contained to the contrary thereof in any wife notwithstanding: And the said N. L. for himfelf, his heirs, executors, administrators and alligns, and for every of them, doth covenant, promise and agree, to and with the said W. S. his executors, administrators and affigue, and to and with every of ten, by these presents, in manner and form following, (that is to say) lessee shall enjoy the she faid W. S. his executors, administrators and assigns, pay. the premisses the faid yearly rent of, &c. in menner and form aforesaid, and also performing, fulfilling and keeping all and fingular the cove articles, clauses, provisoes, conditions and agreements herein e contained, which on his or their parts are or ought to be obperformed, fulfilled and kept, according to the true intent and bold, use, occupy, possels and enjoy the said messuage or teneand all other the faid hereby demised premises, with the appurices, for and during the faid term of, &c. hereby granted, without listul let, suit, trouble, denial, eviction, molestation or hindrance thy the faid N. L. his heirs or alligns, or of or by any person or whatfoever, lawfully claiming or to claim by or from or under them or any of them, or by or through his, their, or any of their means, consent, neglect, default or procurement*: And also Covenant to the the faid N. L. his heirs, executors, administrators and affigns, save harmless and will from time to time, and at all times well and furficiently against rents redefend, keep harmless and indemnified the said W. S. his execu-yadministrators and assigns, and his and their goods and chattels, from, and against the rent or rents reserved, due or payable for a longer threementioned piece or parcel of ground, lying, Sc hereby de-term of years. which faid piece of ground the faid N. L. holdeth by leafe We for a longer term of years than is hereby granted, and of, rend against all actions, fairs, distresses, re-entries, troubles and tes which thall or may arife or happen for or by reason of the that or rents in they wife howfoever. And lastly, that if the said Covenant that this heirs or assigns, shall at any time within the space of, Eye. the sesses shall granted hereof, be minded or defirous to purchase the said surrender the rdemifed premises, being all (excepting the afore-mentioned piece premises to the tend) copyhold of inheritance, and holden of his manor of, fire to purchase ned new vessed in the said N. L. in fee according to the custom the same, at any brief exapor, at or for the race or sum of, Esc. of lawful, Esc. time within a give notice of fuch his or their mind or defire in writing to the month after W. L. his heirs or assigns, at any time before the expiration of one the expiration he next after the first nine years of the said term, he the said N. L. of the first nine this and affigus, shall and will at any time after such notice, upon years. to him or them made for that purpose, by the said W. S. his heirs gree during the faid term, upon payment or tender of the fum of, kirdne form of law, and according to the custom of the faid manor, uder the faid meffuage or tenement, and garden, and all and finguwher the premises hereby demised, with their appurtenances (except the faid piece of leasehold ground), and all his and their estate and therein, To the use and behoof of the said W. S. his heirs and To the use of s for ever, freed and discharged of and from all and all manner of the lessor and sand other furrenders, titles, troubles, charges and incumbrances his heirs for

during the term without any interruption, &.

her are common and usual covenants; the rest which follow are special mi others may be added to answer the minds of the partieswhatsoever, then or at any time theretofore had, made, committed, done, or wittingly or willingly suffered, by him the said N. L. or any persons lawfully claiming or to claim, by, from or under, or in trust for him: And that he the said N. L. his executors, administrators and assigns, shall and will at the same time, for the considerations aforesaid, in due form of law, assign and transfer to the said W. S. his executors, administrators and assigns, the aforesaid piece of ground, together with the indenture of lease by which the same shall be then held, and all his and their right, title, and demand thereunto, for all the residue of the term of years which shall be then to come in such lease, freed and discharged from all such former and other titles, troubles, charges and incumbrances as aforesaid. In Witness, &c.

Other Covenants which may be necessary in a Lease of a House.

A Covenant that the Tenant shall lay out, &c. in Repairs.

And the said A. B. in consideration of these presents, and the covenants and agreements herein contained, Doth covenant, promise and agree, to and with the said C. D. his heirs and assigns, that he the said A. B. his executors, administrators or assigns, shall and will within — months next after the date hereof, lay out and expend the sum of — in repairing, amending, adorning and beautifying the said messuage or tenement hereby demised: or shall and will, at his own proper costs and charges, well and sufficiently put the said messuage or tenement hereby demised in a good, sufficient, substantial and tenantable repair, and particularly shall and will——The particular agreed on.

A Covenant that Leffee may take down and carry away fuch and fuch Things at the End of the Term, unless Leffor will pay for them.

—— And the said C. D. for himself, his heirs and assigns, Doth covenant, promise and agree to and with the said A. B. his executors, administrators and assigns, by these presents that it shall and may be lawful to and for the said A. B. his executors, administrators and assigns, or any of them, at the end of the said —— years, or other sooner determination of these presents, to take down and carry away fuch and such things, or all such things, erections, buildings, surnitures, and ornaments, as he or they shall, during the said term, have fixed, erected, and set up, in, about or upon the said premisses, doing as little damage to the said messuage or tenement as he possibly can, unless the said C. D.

the heirs or affigns, be willing to have and keep the same, and thereof all give notice to the said A. B. and shall and do pay or cause to be unto the said A. B. his executors, administrators or assigns, so the money for the same as they shall be reasonably valued at by two different persons, the one to be chosen by the said A. B. his executational same as they shall be reasonably valued at by two different persons, the one to be chosen by the said A. B. his executation administrators or assigns, and the other by the said C. D. his short assigns.

That Leffee may deduct the Charges of Repairs out of his Rent.

And also, that it shall and may be lawful to and for the said A. his executors, administrators and assigns, to retain, deduct, and yout of every year's rent, agreed to be paid to the said C. D. his saor assigns, as aforesaid, all and so much money as he the said A. B. executors, administrators or assigns, shall from time to time, during said term, have paid for the king's tax and other tax, and taxes seed to be paid by the said C. D. his heirs and assigns; And also for repairs, amendments and additions, by him made or done, or said to be made and done, in and about the premisses, by and with consent or direction of the said C. D. his heirs or assigns, or without, hat such money be laid out and expended in repairing and supporting said premisses, or some part thereof.

Leffee shall not assign his Lea'e, or let the Premisses to any Person without Licence, nor alter the Position of the Premisses.

And the said A. B. for himself, his heirs, executors and administrators, Doth further covenant, promise and agree to and with the sid C. D. his heirs and assigns, that he the said A. B. his executors or himself arterial states of the continuance of this demise, assign or set over this present indense of lease, or lease, so let, the said premisses hereby demised, any part thereof, for all or any part of the term hereby granted, to person or persons whomsoever (using or exercising the trade or business without properties of victuality, butcher, &c.) nor shall nor will make or do, or cause it made or done, any addition, diminution, or alteration whatsoever, are about the messuage or tenement hereby demised, without licence and observe on and observe

B. Tis best to make this or the like covenant, part of the proviso for this the lease word, otherwise, only an action will lie on the covenant.

Add here the proper covenant and observe on the case Roc et Harrison, Rep. Rafter Term 1788, and cases there referred to.

That Leffee, if defirens, may leave the Premifes within the Torn.

And laftly, it is hereby covenanted and agreed by and between the said parties hereto, and it is the true intent and meaning of these presents, that if the said A. B. his executors, administrators or assigns, shall be minded and desirous to leave, yield and give up the said premisses hereby demised, at the end of sive years, or seven years next after the commencement of this present demise or lease, and shall leave or give six months notice of such his mind and desire in writing, under his or their hands, unto or for the said C. D. his heirs or assigns, immediately preceding either of the said terms of sive years or seven years, that then and immediately after the expiration of either of the said terms of sive or seven years, this present indenture, and the term and estate hereby, granted shall cease, determine and be utterly wood, any thing herein contained to the contrary thereof in any wise netwithstanding.

A Demise of a Messuage, &c. for a Term of Years.

Agreement for lease what reasonable time to elect. Dos v. Smith, report in Easter Term, 437.

The confideration of rents, & c. Covenant of demise. Excepting a water course.

And free ingress, &c to repair the same.

Habendage for a term of years.

HIS Indenture, made, Gr. Between W. S. of, Gr. gent. and F. his wife, on the one part, and J. P. citizen and cordwainer of Landon, on the other part, Witneffeth, that the said W. S. and F. his wife, for and in confideration of the rents, covenants and agreements herein after referved and mentioned on the part and behalf of the faid J. P. his executors, administrators and assingns, to be paid, kept and performed, and for other good causes and considerations them thereunto moving, Have demised, leased and to farm letten, and by these presents do demise, lease and to farm let, unto the said J. P. All that meffuage or tenement, with the appurtenances fituate, lying and being, &c. Except, and always out of this present demise reserved unto and for the said W. S. and F. his wife, their executors, adminif. trators and affigns, and the inhabitants of the said meffuage or tenement in the tenure of, &c. for the time being, the water-course or passage for water, made under or through the shop of the said hereby demised messuage for conveyance of water from the yard or back part of the said meffuage in the tenure of the faid W. B. into, &c. And free liberty of ingress, egress and regress, into, upon or over the faid hereby demised melfuage, for him the faid W. S. and F. his wife, their executors, administrators, tenants, workmen and affigns, et all times convenient. during the term hereby granted, to cleanfe, repair and amend the fame water courfe; To bave and to bold the faid meffuage or tenement, and all and fingular other the premisses, with the appurtenances, above by these presents demised, or meant, mentioned or intended to be demised (except

(except before excepted) unto the faid J. P. his executors, administraun and aligns, from the feall-day of the birth of our Lard Christ now upil, for and during, and unto the full end and term of Gr. Tield- Reddendum'n cerin and faring therefore yearly and every year, during the faid term, tain rent payno the faid W. S. and F. his wife, their executors, administrators able quarterly. ad affigns, the yearly rent or sum of, &c. of lawful, &c. at the four dulual fealts or terms of payment in the year, (that is to fay) at the Is of the, &c. by even and equal portions. And the full J. P. for Covenant for the first pro- payment of the executors, administrators and alligns, doth covenant, pro- payment of and grant, to and with the faid W. S. and F. his wife, their exerent. as, administrators and assigns, by these presents in manner and form wing, (that is to fay) that he the said J. P. his executors, adminishas and assigns, or some of them, shall and will from time to time, at all times hereafter during the faid term of years, well and truly or cause to be paid unto the said W. S. and F. his wife, their ex. Covenant to reers, administrators or assigns, the said yearly rent or sum of, &c. p is the preach manner and form as the same is herein before reserved and made misses and leave, the; And also, that he the said J. P. his executors, administrators them in good saligns, at his, their or some of their own proper costs and charges, repair at the hand will well and sufficiently repair, support, sustain, pave, cleanse, and and maintain the faid melluage or tenement hereby demifed, and all locks, be finks, pevenents, privies and wydraughts thereunto belonging, in, and with all and all manner of needful and necessary reparations and endments whatfoever, from time to time, when and as often as need I require during the term aforefaid, and at the end of the faid terms proter sooner determination of this present lease (which first shall typen) shall and will leave, surrender and yield up the said messuage. renement, and premisses hereby demised, with their appartenances, nobe faid W. S. and F. his wife, their executors, administrators and well and sufficiently repaired, supported, sustained, paved, fed and amended as aforesaid, together with all such locks, doors, s, bolts, glass and glazed windows, wainscots, partitions and such which now are or hereafter shall be set up and fixed within or at the premiffes, or any part theroof (and shall not be removeable by confrom of the city of London) whole, safe and undefaced: And also, Covenant that the the faid J. P. his executors, administrators and affigns, shall and the leffor may quietly permit and fuffer, and it shall and may be lawful to and for view the pree grand landlord or landlords of the faid demiled premisses for the being, and also for the said W. S. and F. his wife, their executors, militrators and affigns, and every or any of them, with such worka and others as he, the, they or any of them shall think fit, or out, at all times convenient in the day-time during the faid term, to feet or come into or upon the said hereby demised premises, and into or any part thereof, there to view, fearch and fee whether the , and every pare thereof, be in good and sufficient repair or not; of the default, decays and want of reparations so then or there nd, to give or leave notice or warning in writing, at er in the faid tice in writing: stay demiled melluage, to or for the faid J. P. his executors, admir of the want of inters and affigues, to repair and amend the same within the space of, repairs. then next following; Within which said space of, &c. the said J. A dath hereby for himself, his executors, administrators and using as wher covenant and promise, to and with the said W. S. and F. his

end of the term together with

And-to give no-

Covenant for ye-entry, in 'cafe the reat be not paid, or the premifies not sepaired.

Covenant for quiet enjoyment, on the lefter's performing all covenants, &c. and that the leffor shall pay the ground rent.

Covenant that any of the parties may fet up boards to hinder the profpect of the shop into the yard of the other meffusge.

Covenant that the lessor may, upon fix months

wife, their executors, administrators and affigns, well and sufficiently to repair and amend the same accordingly: Provided always, that if it shall happen the said yearly rent or sum of, &c. before by these presents referred, shall be behind and unpaid, in part or in all, by the space of, &c next after any of the said feast days on which the same ought to be paid as aforefaid, (being lawfully demanded) or if the reparations of the faid demised premisses shall not be made and done, from time to time, within, Sc. next after notice or warning given or left for the doing thereof as aforefaid, according to the true intent and meaning of thefe presents, That then and from thenceforth, and at all times after, in cither of the said cases, it shall and may be lawful to and for the said W. S. and F. his wife, their executors, administrators and assigns, or any of them, into the faid hereby demifed premiffes, and into every or any part thereof, in the name of the whole, wholly to re-enter, and the same as in his or their former estate to repossels and have again; and the faid J. P. his executors, administrators and assigns, and all others, thereout and from thence utterly to expel, put out and amove; this indenture or any thing herein contained to the contrary thereof in any wife notwithstanding: And the said W. S. for himself, and the said F. his wife, their executors, administrators and affigns, doth covenant, promise and grant, to and with the said J. P. his executors, administrators and affigns, by these presents, That he the said J. P. his executors, administrators and assigns, well and truly observing, performing, paying, fulfilling and keeping all and fingular the covenants, grants, articles, phyments and agreements herein contained, on his or their parts to be paid, kept and performed, shall or lawfully may, during the said term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said demised premisses, with the appurtenances, without any lawful let, suit, trouble, expulsion, eviction or interruption of or by the faid W. S. and F. his wife, their executors, administrators or affigns, or any of them, or of or by any other person or persons by his, her or their act, means, title, consent, default, neglect or procurement; and that clearly discharged of and from the yearly rent, payable by the faid W. S. and F. his wife, their executors, administrators and assigns, to the head landlord or landsords of the faid premisses for the time being, (for the same premisses, with other things held by the faid W. S. and F. his wife, for a longer term than is hereby granted) and of and from all actions, fuits, coits, expences and damages whatfoever, touching or concerning the same, or any part thereof; And lastly, it is hereby covenanted, concluded and agreed by and between all the faid parties to these presents, for themselves, their executors, administrators and assigns, in manner and form following: (that is to fay) that any of the faid parties, his, her, or their executors, administrators or assigns, shall and may at his or their liberties, wills or pleasurcs, fasten or set up boards or blinds in such wise or manner as may only hinder the prospect or looking out of the window in the back part of the shop of the hereby demised messuage into the yard of the faid other messuage in the tenure of the said W. B. or out of the said yard into the same shop, thereby not obscuring or hindering the light coming in through the same window into the faid shop: And also, that if the faid W. S. and F. his wife, their executors, administrators or assigns, shall at any time, during the term hereby granted, be minded

write the shop now in the possession of, Gr. (being part of the messuage notice, take persent hereby demised) into his, her, their or any of their own the shop into h, use or possession, or otherwise to let or dispose thereof, and shall his own hand; hamo the said J. P. his executors, administrators or assigns, six as notice in writing of such his, her, their or any of their intention, be or immediately after the end or expiration of the faid fix months If and may be lawful to and for the faid W.S. and F. his wife, and each of their executors, administrators or assigns, to enter hold and enjoy the said shop from thenceforth, during all the rest residue of the said term, which shall be then to come and unexpired : that, from the time of fuch entry, the faid W. S. and F. his wife, executors, administrators and assigns, shall and will discount and s, or otherwise it shall and may be lawful to and for the said J. P. sum out of the mecutors, administrators and assigns, or any of them, to defalk and rent reserved. n the fum of, &c. yearly and every year out of the said rent of, hereby referved, which is to be in full satisfaction for the said shop; thing herein before contained to the contrary notwithstanding, Tanefs, &c.

and the leffee to defalk a certain

k of a Farm, ht at a Rack-Rent for seven Years; with Variety of good Covenants.

HIS Indenture made, Gr. Between W. B. of, Gr. of the one Leafe of a part, and W. W. of, &c. of the other part, Witneffeth, That brewhouse, and W. B. for and in confideration of the yearly rent and covenants Pigot, 290. nafter referred and contained, and which on the part and behalf Confideration. the faid W. W. his executors and administrators, are and ought to paid, kept, done and performed, Hath demised, granted, and to letten, and by these presents Doth demise, grant and to farm let mise. the faid W. W. All that mellinage, tenement and farm, commonly Premisses. dorknown by the name of, &c. lying and being in the parish of, in the said county of, Ge. late in the possession of, Ge. together all barns, stables, out-houses, closes, grounds, lands, meadows, eres, feedings, commons, profits, ways, waters, eafements and mtenances what soever to the said messuage, tenement and farm beng or in any wife appertaining; (excepting and always referving sof this present demise and grant unto the said W. B. his heirs and He, Gr. And also except all timber-trees, woods and underwoods, Exception of standing, growing or being, or which at any time during the term timber. by granted shall stand, grow, or be, in or upon the said demised iffes, or any part thereof, with liberty to fell, cut down, take and my away the same); To bave and to bold the said messuage, tenement Hubendum. farm, and all and fingular the faid premisses hereby demised, with appurtenances (except before excepted) unto the faid W. W. his exof the bleffed virgin Mary next ensuing the date hereof, for and mag the term of feven years thence next ensuing and following, and fully

Reddendom of a certain yearly rent.

Alfo of 3 /.
over and above
for every acre
of meadow
ploughed up.

Rent behind, leffor to reenter.

Covenantto pay the rent;

and keep in repair the premiffes;

and spend the dung thereon;

and permit prefent tenant to take his crop, to fow 20 acres with clover; fully to be compleat and ended; Tielding and paying therefore yearly and every year, during the said term hereby granted, unto the said W. B. his heirs and alligns, the yearly rent of 100 l. of lawful money of Great Britain, in and upon the nine and twentieth day of September, and the five and twentieth day of March, by even and equal portions : And also, yielding and paying, and the said W. W. for himself, his executors, administrators and assigns, Doth covenant and grant to and with the faid W. B. his heirs and assigns, to yield and pay in and upon the days and times of payment of the faid yearly rent above referwed, and over and above the same rent, according to the rate of five pounds of lawful British money the acre, and so proportionably, for every greater or leffer quantity of the meadow or pasture ground hereby demised, which he the faid W. W. his executors, administrators or assigns, shall, at any time during the faid term hereby granted, ear, plough, spit up, dig or convert to tillage, or cause or procure, permit or suffer to be eared, ploughed, spitted up, digged or converted to tillage; the first payment thereof to begin at that day of payment of the faid yearly rent above referred, which shall next happen after any part of the said meadow or pasturage ground shall be so as aforesaid eared, ploughed, spitted up, digged or converted to tillage: And if it shall happen the faid yearly rent above referved, or any part thereof, to be behind and unpaid, in part or in the whole, by the space of eight and twenty days next after either of the faid days or times whereon the same should or of right ought to be paid as aforefaid, being lawfully demanded, that then and from thenceforth it shall and may be lawful to and for the faid W. B. his heirs and assigns, into the said demised premisses, or into any part thereof, in the name of the whole, to re-enter, and the same premisses, and every part thereof, to have again, reputies and enjoy as in his and their first and former estate, right, title and degree; any thing herein contained to the contrary thereof in any wife notwithstanding: And the faid W. W. for himself, his executors and administrators, doch covenant and grant to and with the said W. B. his heirs and assigns, in manner and form following; that is to fay, That he the faid W. W. his executors, administrators or assigns, shall and will well and truly pay or cause to be paid unto the said W. B. his heirs or assigns, the faid yearly rent above referred, at the days and times, and in manner and form above expressed, according to the purport and true meaning of these presents; And also that he the said W. W. his executors, administrators and assigns, shall and will keep in good and sufficient remain. during the faid term, all the glass windows to the dwelling-house, and all the walls, gates, stiles, bounds and fences belonging to the faid demiled premisses, (being allowed timber and frith for the doing thereof by the faid W. B. his heirs or assigns) and scour and cleans, all the ditches and water-courfes on the faid premisses; and shall and will leave the same well and sufficiently repaired, scoured and cleansed at the end of the faid term; And also shall and will, in a husband-like manner, fpend and employ in and upon the premisses, all the hay, straw, fodder, dung, muck and foil, which shall happen to be made or arise there at any time during the faid term : And will permit and fuffer A. B. the present tenant, to take off his crop of corn at the next harvest, which shall or may be sown this year on the said demised premisses; And elfo, that he the faid W. W. his executors, administrators and aligns, shall

and will fow twenty acres of the arable land with clover every year during and leave half the faid term, and leave twenty-five acres of the faid land fufficiently fown with clover at the end of the said term; And also shall and will leave yearly and every year, during the faid term, one half of the faid amble land as a summer fallow unlown; And also, that he the said W. W. his executors, administrators and assigns, shall not nor will mow any part of the down ground during the faid term, nor do or commit, or permit or fuffer to be done or committed, any walte, spoil or deltruction, in or upon the faid premisses, or any part thereof; And further, Shall serve ofthat the laid W. W. shall and will from time to time, during the faid fices. term, discharge and bear the offices of overseer, churchwarden, confable, tithingman, and all such like personal offices, wherewith the faid premisses shall be charged, when and as often as they shall happen: And the faid W. B. for himself, his heirs and affigns, doth governant The leffor shall and rant to and with the faid W. W. his executors, administrators and keep the mefaffigns, That he the faid W. C. his heirs and affigns, shall and will, at suage in sepair; all times during the faid term hereby granted, well and sufficiently repair, uphold and keep the faid melluage and other the houses hereby demiled (except the glafs windows thereof) in all needful and necessary reparations, when and as often as need shall require; And also shall and pay or aland will, at all times during the faid term hereby granted, bear, pay low taxes, exand discharge, or share, deduct and allow out of the faid yearly rent cept, &c. hereby referved, all taxes, rates and payments whatfoever, wherewith the faid premises that or may be charged or chargeable, (window money, and such like taxes as are and shall be, at any time during the faid term, particularly laid upon tenants by act of parliament, only excepted): And further, that he the said W. B. his heirs and assigns, shall and will yearly, during the faid term, allow the faid W. W. his executors, administrators and assigns, 400 saggets, or the value thereof in other wood, for firing, to be had and taken by the assignment and appossement of the faid W B. his heirs or assigns, or his or their bailist, and not otherwife, and to be spent on the said premisses only, and not elsewhere, and sufficient plough timber, or else in lieu of such ploughnumber the fum of one pound and ten shillings in money, at the election of the faid W. B. his heirs and assigns; And shall and will put the and put the dwelling-house and out-houses, walls, gates and sences, in tenantable repair, on or before Lady-day next: And also, that he the said W. W. his executors, administrators and assigns, shall and may from time to time, and at all times, during the faid term hereby granted, (by and under the yearly rents, covenants and agreements herein contained) peaceably and quierly enterioto, have, hold, occupy, possess and enjoy, all and fingular the faid premisses hereby demised, with the appurtenances, (success before excepted) without any let, trouble, hindrance, moleflation, interruption and denial of him the faid W. B. his heirs and assigns, and of any other person or persons whatsoever, lawfully claiming or to lay claim by, from or under him, them, or any of them; And shall and And may hold may bold and enjoy fixty acres of the arable land belonging to the faid 60 acres of arademised premisses; from the end of the said term hereby granted, till the and of the harvest then next following, and the barn to thresh out his core in, for a year after the end of the Laid term, and house room to lodge in, and liberty to fodder his eattle upon the ground called. &c. until the third of May after the expiration of the faid term: Provided into his own always,

the arable fallow; not mow any down or de

Shall allow leffee firewood;

premilles in repair. For quiet enjoyment for the

ble land, barn, Er. until, Er. proviso the lesfor may take the premiffes hands, at the end of five years. Proviso the lessee may yield up, &t. at the sudof sive years.

always, and it is agreed and declared by and between the faid parties to these presents, That if the said W. B. his heirs and assigns, shall be minded and defirous to take into his or their own hands the possession of the faid premisses, at the end of the first five years of the said term hereby granted, and of such his or their mind and desire, do and shall on the 20th day of September next, before the end of the said five years, give notice in writing under his or their hands, to the faid W. W. his executors, administrators and assigns, or leave the same for him or them at the messuage hereby demised, with one of his or their servants there; Then, and at the end of the first five years of the said term, he the said W. B. his heirs and affigns, may enter into the said demised premisses, and take possession thereof accordingly; any thing herein contained to the contrary thereof in any wife notwithstanding: Provided also, and it is further agreed and declared by and between the faid parties to these presents, That if the said W. W. his executors, administrators and asfigns, shall be minded and defirous to leave and yield up the said demifed premisfes to the said W. B. his heirs or alligns, at the end of the said term hereby granted, and of such his or their mind and desire do and shall, on the nine and twentieth day of Sepeember next before the end of the faid five years, give notice in writing under his or their hand or hands, to the faid W. B. his beirs or assigns, or leave the same for him or them at the capital melfuage of the faid W. B. fituate in, Ge, with one of his or their servants there, then, and in such case, the said term hereby granted shall, at the end of the sust five years, cease and determine; any thing herein contained to the contrary notwithstanding. In Witness, &c.

A Lease of a Messuage, Mill, Lands, Meadows, Passures, Tithes, and other Things, with several Exceptions, Habendums, Reservations of Rents, Provisors and Covenants, whereby may be made a several Lease of any of those Things, with such Exceptions, Habendums, Reservations of Rents, Provisors and Covenants, as the Case requireth.

Confideration.
Covenant of demile.
Parcele.
House, stables, gardens, orchards, land, &c.

HIS Indenture, made, &c. Between J. I. of D. in the county of S. clerk, of the one part, and W. T. of H. in the fame county, yeoman, of the other part, Witnesseth, that the said J. L. bath demised, granted, and to farm let, and by these presents Doth demise, grant and to farm let unto the said W. T. All that messuage or tenement, with the appurtenances, sometimes called B. late in the occupation of J. S. and all out-houses, barns, stables, buildings, curtilages, gardens and orchards thereunto belonging; And also all those several closes or parcels of land, meadow and passure, herein after particularly mentioned, (that is to say) All that close of arable land called T. close, containing by estimation to acres, between the highway leading from A. B. on the East, a ditch in the land of J. B. on the West, a hedge on the land of W. B. on the North, and land in the occupation of S. C. South;

both; and also all that close or pasture, containing by estimation, &c. nauces, Ge. (And so of other parcels, wherein you may briefly express as Fre, whether the fence do belong to them or the adjuining lands) All the faid meffuage, lands and premisses, are situate and being in the in of D. asoresaid; and also all ways, waters, easements and apmenances, to the faid melfuages, lands and premisses, or any of them, boging; All that messuage or tenement and brewhouse, late in the ocpains of A. B. his affigns or under-tenants, in or near a street called nements, and Lane in the parish of St. Mary A. London, together with all stables, brewhouse, &c. Sices, buildings, lights, windows, ways, passages, water-courses, is, commodities and appurtenances thereunto belonging; and also and lingular those furnaces, coppers, vats, vessels and other utensils, ids and chattels in the faid mefluage, tenement and brewhouse now ing or lately used together with the same, specified in a schedule hereannexed; --- All that his water-grift-mill and mills, (being two Water-mills; mills under one roof) commonly called or known by the name of mill or mills, with the appurtenances, in the parish of, &c. some here the tenure or occupation of C. D, or his under-tenants or affigns; tall that parcel of ground upon one part whereof the faid mills ad, containing by estimation one acre or thereabouts, be the same me or less; And also, all that the suit of and to the said mills, as and suit to the acultomary as conventionary, of all the tenants of the manor of S. said mills. the county of S. to grind there all the corn and grain of the faid tes, and also all and singular heads, weirs and mill-ponds, and the thereof, to the said mill or mills belonging or appertaining; and all ats, banks, ponds, streams, waters, water-courses, rivers, fishings, places, ways, paths, paffages, casements, profits, commodities, trantages, emoluments and appurtenances, to the faid mill and mills nd other the premisses, or any of them, or any part or parcel thereof, donging or appertaining, or with the same now, or at any time herewe, used, occupied or enjoyed; ——All that messuage, with the Messuage and ms, statles, out-houses, gate-rooms, backsides, orchards and gar-farm. in thereunto belonging, and all those several closes and parcels of araland, meadow and patture, containing together about 156 acres, to find meffuage belonging: All which premisses are called Nutborne Firm, and were late in the occupation of T. F. And also, all ways, vaers, commons, common of pasture, casements and appurtenances to the faid meffuage or farm in any wife appertaining; And also all tithes of com, grain and hay, growing, renewing or issuing out of all the said miled lands and premisses .- The Rectory of A. with the appurte- Rectory. paces, and also all tithes, both great and small, to the said rectory beloging, in the faid county of S. All and all manner of tithes, both great and small, belonging to the rectory of A. in the faid county of S. -All that portion of tithes in S. aforesaid, which did formerly be- Tithes. thing to the said rectory of R. in the said county, (to wit) Two third parts, or two parts, the whole into three parts to be divided, of all the takes of corn, grain, hay, and other great tithes, ariling, growing, tonewing or increasing upon all those lands and grounds called K. frm; now in the occupation of T. H. Except and always re- Exception of bred out of this present demise and grant, unto the said J. L. his heirs wood, underand affigns, all woods, underwoods, timber and trees, now flanding, wood, trees, &cgrowing or being, or which, during this demile and grant, shall stand,

And liberty of ingress to fell, &c.

Exception of the royalties, and games of hawking, hunting, &c.

Exception of a manor, and courts, rents, fines, heriots, &c.

Exception of liberty to come and repair, &c.

Habendum.

Reddendum.

grow, or be, in or upon the lands or grounds hereby demised, or in or upon any part or parcel thereof, with free liberty of ingress, egress and regress, for him the said J. L. his heirs and assigns, and his and their fervants, labourers and workmen, with carts, waggons, working tools, utenfils and implements, to fell, cut down, hew, square, work out, cord, coal, faw, convert, load, have, take and carry away the faid timber-trees, and other trees, and all the timber, coal, wood and stuff thereof coming, arising or increasing; and to dig and make coal pits, faw-pits, and places to work in, for the coaling, sawing and converting thereof, in and upon the lands and grounds hereby demised; And for that purpose to have and take, cover and quench of earth and fern, in and upon the faid lands and grounds hereby demised, at his and their free will and pleasure, for the better coaling and converting there, doing as little burt or spoil as may be unto the corn, grain or grass, of the said W. T. growing on the demiled premisses from time to time, in converting the faid timber-trees and other trees. --- Except and always referred out of this demise and grant unto the said 7 L. his heirs and assigns, the royalties and games of hawking, hunting, fishing and fowling, in and upon the demised premisses, or in or upon any part or parcel thereof, with free liberty of ingress, egress and regress, for him the said 7. L. his heirs and assigns, and his and their servants, to hawk, hunt, sish and fowl there, at his and their free wills and pleasures, doing no wilful burt or spoil in the corn or grain of the said W.T. growing upon the demised -Except and always referred out of this demise and grant unto the said J. L. his heirs and assigns, all that the manor of S. with the rights, members and appurtenances thereof, and all courts-leet and courts-baron, and all the profits of the same courts, and all quit rents, fines, heriots, fervices, reliefs, amerciaments, waifs, estrays, goods and chattels of felons, wrecks of fea, deodands and escheats whatsoever, to the said manor belonging or appertaining, and free liberty of ingress, egress and regress, for him the said J. L. his heirs and assigne, and his and their steward, to keep courts in the said capital messuage or tenement before in these presents demised, from time to time, during the term hereby granted, at his and their free wills and pleafure, for the faid manor of S. and free liberty of ingress, egress and regress, for all servants, tenants and fuitors, at and to any court-leet or court-baron, to come, be and continue there, during the continuance of such court-leet or courtbaron, there to be held from time to time——Except and referred free liberty for him the said J. L. his heirs and assigns, and his and their fervants and workmen, with carts and other necessaries, to come upon the premisses, to repair the sea-banks as often as need shall be, and to cut and take timber, wood and under-woods on the premisses for the doing thereof: To base and to hold all the faid manor, meffuages, lands, tenements, tithes and premisses, with the appurtenances before by these prefents demised, or thereby mentioned or intended so to be, unto the said W. T. his executors, administrators and affigns, from the feast of the annunciation of the bleffed Mary last past before the date hereof, for, during, and until the full end and term of five years, from henceforth next enfuing, and fully to be compleat and ended; Tielding and Paying therefore yearly, and every year, during the term hereby granted, by even and equal portions, unto the faid J. L. his heirs and affigns, fixty pounds of lawful money of Great Britain, at the feasts of St. Michael the

the archangel, and the annunciation of the bleffed Mary; Provided al- Proviso, in case everys, that if it shall happen the said yearly rent of fixty pounds, or any rent be behind past thereof, to be behind or unpaid in part or in all, by the space of for 21 days lefpart thereof, to be behind or unpaid in part or in all, by the space of for may real days next over or after any feast or day of payment, on which the enter. same ought to be paid as aforesaid; that then, and at all times after, it shall and may be lawful to and for the said J. L. his heirs and assigns, into all the faid demised premisses, and every part thereof, wholly to re-enter, and the same to have again, reposses and enjoy, as in his or their former state; any thing herein contained to the contrary notwithflanding; And the faid W. T. doth for himself, his executors, admi- Tenant's covemilitators and affigus, covenant and grant to and with the faid J. E. his mant to pay the beirs and assigns, by these presents, that he the said W. T. his execu-rent. tors, administrators and assigns, shall and will, yearly and every year during the term hereby granted, well and truly pay, or cause to be mid, unto the said J. L. his heirs and assigns, the yearly rent of sixty pounds, before in these presents reserved to be paid, at the days and times before herein limited for payment thereof, without fraud or deleg; And also that he the said W. T. his executors, administrators and aligns, shall and will, during the continuance of this demise, keep in good and sufficient repair the said messuage or tenement and mill, nd all the windows, wainscotting, doors, locks, and other things thereto belonging, and all the walls, gates, stiles, mounds, beands, hedges and fences belonging to the said demised premises being allowed rough timber and frith for the doing thereof, by the and J. L. his heirs or assigns) and scour, cleanse and keep all the furrows, ditches and water courses on the said demised premises free and clear; And the same being so well and sufficiently kept in good repair, Covenant to passed, glazed, scoured, cleansed and kept, shall and will at the end, repair. or other sooner determination of these presents, peaceably and quietly leave, surrender, and yield up the same, unto the said J. L. his heirs or alligne: (Here you may add the consenant to enter and view the premiffes, to give notice of want of repairs, &c., or other covenants in the precedy leastes to answer the intent of the parties) And also, that he the said To leave a .W. T. his executors, administrators and affigns, shall and will, at the wheat-land. end of the term hereby granted, leave twenty acres of the arable land hereby demised in a wheat-lane, fit to be fown with wheat in the next veer after the end of the term hereby granted; And also, that if the To pay 504. id W. T. bis executors, administrators or assigns, do or shall, at any for every area time during the term hereby granted, plough, break up, fow or convert of meadow into tillage, the marsh or the long meadow next the mill-pond, or the which he shall meadow through which the river runs, adjoining to the bull-garden, Plough. parcel of the demisted premisses, or any part thereof, then the said W. T. his executors, administrators and assigns, shall and will yearly and every year, during all the refidue of the term hereby granted, as shall be then to come and unexpired, yield and pay unto the said 7. L. his heirs and affigns, fifty shillings of lawful money of Great Britain, for every acre thereof, so to be ploughed, broken up, sown or converted into . tillage, for and in the name of an over rent, or increase of rent, over and above the yearly rent before in these presents reserved to be paid; and to after that race for any greater or less quantity thereof to be ploughed, broken up, sown or converted into tillage as aforesaid;

To pay taxes to

Tenant to covenant to pay on behalf of landlord his proportionable part of a quit-rent. To imbarn corn.

To lay the dung on the land. To leave the dung on the land at the end of the term.

'Not to lop any but pollard trees.

Not to lop or cut more than the fourteenth part of the pollard trees, hedges and underwoods, in one year.

Not to cut wood at unfeafonable times.

Not to cut fellows likely to be timber.

which said over-rent or increase of rent, shall be paid unto the said %. L. his heirs and affigns, by equal portions, at the days limited for pay. ment of the yearly rent first before by these presents reserved to be paid; the first payment thereof to begin and be made at such of the said days, as shall next happen after such ploughing, breaking up, sowing or converting into tillage, as aforefaid; And also, that the said W. T. his exechurchandpoor. cutors, administrators and assigns, shall and will, at their own costs, bear, pay and discharge all such duties, taxes, affessments and payments, as shall, during the term hereby granted, be issuing, due or payable out of or for the said demised premises, to the church, the parish and And also that he the said W. T. his executors, administrators and assigns, for and on behalf of the said J. L. his heirs and affigns, shall and will yearly, during the term hereby granted, at the late dwelling-house of H. H. in E. aforesaid, well and truly pay, or cause to be paid, unto H C. his heirs and assigns, at the feasts of the Annunciation of the Bleffed Mary and St. Michael the Archangel, by equal portions, 7 /. for the portion of the said J. L. payable to the bishop of W. for rent and tithes of R. aforesaid: And also, that he the faid W. T. his executors, administrators and affigns, shall and will from time to time, during the term hereby granted, imbarn and lay all the corn, grain, hay, grais, hame, fern and fodder, which during the faid term shall arise, grow, renew and increase in or upon the demised premisses, in the barns, and upon the lands and grounds hereby demiled, and not elsewhere, and shall and will also expend and lay all the compost, dung and foil thereof, had, made, coming, growing, arifing, renewing or increasing upon the lands and grounds hereby demised, and not elsewhere, nor otherwise; and shall and will also, at the end of the term hereby granted, leave upon the demifed premisses all the compost, dung and foil there made in the last year of the said term, to and sor the use and benefit of the said J. L. And the said W. T. doth further for himself, his executors, administrators and assigns, covenant and grant to and with the said J. S. his heirs and assigns, by these presents, That the said W. T. his executors, administrators or assigns, shall not and will not, at any time during the term hereby granted, lop, top or poll any trees growing on the demifed premises, other than such as have been heretofore usually lopped, topped and polled; And that he the said W. T. his executors, administrators or assigns, shall not in any year of the term hereby granted, lop, top or poll more than the fourteenth part of the pollard trees upon the premisses; nor shall nor will in any year of the faid term, fell or cut more than the fourteenth part of the underwoods, hedges, bushes or hedge rows there; and shall not again lop, top, poll, fell or cut any trees, underwoods, hedges, bushes, or hedge-rows, which before during this demise, shall have been lopped polled, felled or cut; And also, that the said W. T. his executors, administrators and assigns, shall not, at any time during the term hereby granted, lop, fell or poll any trees, or cut down any of the coppicewoods, hedge or hedge-rows, which now are, or during this demile shall be, standing or growing upon the demised premisses, at any unleafonable time in the year, or in any unhusbandry-like manner; And also, that he the said W. T. his executors, administrators or assigns, shall not, at any time during the term hereby granted, in any wife fell or cut, upon the demised premisses, any fellows likely to grow up to be timbertrees;

trees: And the faid J. L. doth for himself, his heirs and affigns, cove- Leffer cove-nant and great to and with the said W. T. his executors, administra- nant to pay tors and ashons, by these presents, that the said J. L. his heirs and as- quit-rents and figns, shall and will, at their own costs, bear, pay and discharge or allow unto the faid W. T. his executors, administrators and assigns, all rents which are, or during the demise hereby granted shall be, issuing expayable out of or for the demifed premisses, or any part thereof, to the lard or lards of the fee or fees thereof; and also all such duties, taxes, affessments and payments, as shall, during this demise, arise, become or grow due out of, for or from the demiled premisses, or any put thereof, to the king's majefty, or for the defence or public use or examine of this realm; And also, that he the said J. L. his heirs and To allow rough ins, shall and will, from time to time, upon every reasonable re- timber for requelt, when and so often as need shall require, during the term here- pales. manted, affign, allow and appoint to and for the faid W. T. his executors, administrators and assigns, sufficient and convenient time be, rough, upon the stamp, to be had, cut and taken by the said W. 7. his executors, administrators and assigns, upon the demised premisses If it he there to be had) at seasonable times in the year, to be exmaded, used and employed for and towards reparation and amendment of the messuage, barns and buildings aforesaid, and also of all gates, offs, pales and rails belonging to the demiled premisses; And also suf- To allow cartcient estovers for carts, wains, waggons, ploughs and harrows to be boot. wied and employed on the faid demised premisses, and not elsewhere; And That the tenant that the faid W. T. his executors, administrators and affigus, shall or may hold the may hold and enjoy the barn aforesaid, therein to lay their corn, grain and barn until Maybay, and liberty of ingress and egress, into and from the said barn, and the term. gue-room thereunto adjoining, to thresh out the said corn and grain in the faid barn, and to carry away the fame with carts and carriages; and the fodder of the faid corn and grain, and the faid hay, to spend in the faid gate-room with their cattle, until the first day of May next, after the end of the term hereby granted, without any let or interruption of or by the faid J. L. his heirs or assigns; the faid W T. his exevenors, administrators or affigns, then leaving the said barn well and fusiciently repaired, which to do the said W. T. doth covenant with the faid 7. L by these presents; And the said J. L. doth further for Lessor to accept himself, his heirs and assigns, covenant and grant to and with the said of four-loads of W. T. his executors, administrators and affigns, by these presents, wheat for 22 1. thet for and in confideration of thirty and two pounds, parcel of the of rent. pearly rent aforefaid, he the faid J. L. his heirs and affigns, shall and will, yearly and every year of the term hereby granted, accept of four lands of good, clean, dry and well winnowed wheat, to be delivered by the faid W. T. his executors, administrators or assigns, at D. withmake port of T. or such other place not further distant from N aforeas the faid 7. L his heirs or assigns shall appoint; and that the id T. L. his heirs or affigns, shall yearly appoint the time and place of such delivery; and the faid W. T. doth covenant to deliver the faid four tacks of wheat accordingly; And also, that he the faid J L. his heirs allies, shall and will, at his and their own proper colls and charges, cart-house. we the twentieth of June next coluing the date hereof, erect and d one new barn, and one new cart-house in and upon the demised possifies ; and the gate room, thereunto belonging, shall and will well Vor. V.

Leffor to build a new barn and

Tenant not to cut hedges at unscasonable times.

and sufficiently inclose and sence with all needful and necessary inclo-, sures and fences, without fraud or delay; And the said W. T. doth further for himself, his executors, administrators and assigns, covenant and grant to and with the said Y. L. his heirs and assigns, by these presents, that he the said W. T. his executors and assigns, shall not and will not, at any time or times during the term hereby granted, fell or cut down any of the quick-fet hedges or fences belonging to the demifed' premisses, but at seasonable times in the year, and, for the better springing, growing and preserving of the same hedges, shall and will do his and their best endeavours, for the preserving, nourishing and keeping

the pigeonhouse stocked.

the faid quick fet hedges, now belonging unto the faid demised premiffes, or fuch quick-fet hedges as shall be new planted upon the pre-Tenant to leave misses during the term hereby granted; And also, that he the said W. T. his executors, administrators and assigns, shall and will at the end of the term hereby granted, or other sooner determination of this lease, leave the faid dove house hereby demised, stocked with a flight of 150 couple of pigeons at the least, to and for the sole and proper use and benesit of the said 7. L. his heirs and assigns; and shall and will also at the end of the faid term leave the pigeon-holes in the faid dove-house, well and sufficiently repaired, amended, maintained, sustained and kept, without fraud or deceit. (Add the covenant for quiet enjoyment on payment of the rent, and performing the covenants. See preceding leafes.)

A Lease of the Fishery and Royalty.

Consideration.

Demile.

Habendum.

Reddendum.

HIS Indeniure, made, &c. Belween A. B. of, &c. esq; of the one part, and C. D. of, &c. gent. of the other part, Witneffeth, That the faid A. B. for and in confideration of the yearly rents and covenants herein after mentioned, Hath demised, granted and to farm let, and by these presents Doth demise, &c. unto the said C. D. All that the fishery and liberty of fishing in the river of, &c. from, &c. to, &c. And all that the royalty of hunting, hawking and fowling, &c. belonging to him the said A. B. within the manor of, &c. aforesaid: and also all profits, benefits and advantages whatfoever to the faid fiftery and royaky, or either of them, belonging or appertaining; To bave and to bold the faid fishery and liberty of fishing, and the said royalty and liberty of hunting, hawking and fowling aforefaid, with their and every of their appurtenances, unto the said C. D. his executors, administrators and assigns, from the feast of, Gr. for and during, and unto the full end and term of, &c. from thence next enfuing, and fully to be compleat and ended; Tielding and Paying therefore yearly, and every year, during the said term of, &c. unto the said A B. his heirs and assigns, the rent or sum of, &c. of lawful money of Great Britain, at the two following feasts or terms in the year (that is to say) the scalt of St. Michael the Archangel,

schargel, and the Annunciation of the Blessed Virgin Mary, by even pail portions, without any deduction or abatement for taxes charged oled by parliament or otherwise. And the said C. D. for him- Covenant to pay his executors, administrators and assigns, doth covenant, promise the rent. giant to and with the faid A. B. his heirs and assigns, that he the LD. his executors, administrators and assigns, shall and will, dur-**E faid term, well and truly pay or cause to be paid unto the said A.** theirs or assigns, the said yearly rent of, &c. on the days and sahove limited for payment thereof, without any deduction, as afore-Provided always, that if the faid yearly rent or sum of, &c. or Proviso on nonbut thereof, shall be behind and unpaid, in part or in all, by the payment to ----- days next after any of the faid feast-days above men- re-enter. ld for the payment thereof, during the faid term, that then and thenceforth it shall and may be lawful for the said A. B. his heirs ins, to avoid the leafe hereby made, and enjoy the premisses above ned to be granted, as in his and their former estate and estates. the faid A. B. for himself, his heirs and assigns, doth covenant, Covenant on and grant, to and with the faid C. D. his executors, &c. that non payment of C. D. his executors, administrators and affigns, paying the faid the rent, and rent of, &c. and performing the covenants on his part and behalf performing the eperformed and kept, shall and may from time to time, and at all quietly to enjoy. s hereafter, during the continuance of the faid term hereby demised, fally, peaceably and quietly have, hold, occupy, possess and enjoy thid fishery and royalty, with their appurtenances, hereby demised, devery part and parcel thereof, without the let, suit, trouble, eviction tallurbance of him the faid A. B. his heirs or assigns, or any other for or persons whatsoever, claiming or to claim by, from or under him, on or any of them, or by his, their, or any of their acts or means. In ≢r∫ı, &c.

Leafe of Lands for Building a House, &c. with divers special Covenants.

HIS Indenture, made, &c. Between, &c. Witneffeth, that the Confideration. faid P. H. for divers good causes, &c. Hath demiled, &c. unto Demile. Esid W. B. his, &c. Allthat Eastermost piece or parcel of ground, taining in length twenty-three feet, &c. or thereabouts, and in tadth eighteen feet or thereabouts, situate, lying and being in, Ge. in certain place there called, &c. between, &c. and whereupon there is in flanding certain old buildings, being used for booths, together with tee egress, ingress and regress, in and to the same, through all the gates in aled into the cloth-fair there; Except and always referved out of this Exception. telent demile, lease and grant of the premisses, unto Sir A. H. of, &c. heirs and assigns, during the continuance of these presents, all and mild, or which the faid H. R. his, &c. shall be pleased and think good hay in the same parcel of ground, together also with the lays of the L 2 faid

Reddendum.

Covenant to build, &c. and in what manner.

faid pipes, during the time aforefaid; and also except and always referved unto the faid Sir H. R. his, &c free liberty of ingress, egrels and regress, to and for the said Sir H. R. his, &c. and to and for his and their fervants, labourers and workmen, with stuff and other things neceffary, from time to time and all times, during the continuance of these presents, so often as need shall require, to come in or upon the premisfes, or any part thereof, and to break the ground and foil of the premisses or any part thereof, for the amending and repairing of all fuch pipe and pipes of lead as shall, during the continuance of these presents, happen to be in decay, or need to be repaired (the faid ground to be made up again at the costs and charges of the said Sir H. R. his beirs and alfigns) To have and to bold, &c. Ticking and paying, &c. the first payment thereof to be made at the feast-day of, &c. And if it shall happen the faid yearly rent of, &c. that then and from thenceforth is shall and may be lawful to and for the faid P. H. his, &c. into the above demiled premisses, and every of them, wholly to re-cuter, and the said W. B. his, &c. to expel, remove and put out, and the same to have again, re-possess and enjoy, as in his and their former estate; this indenture, &c. notwithstanding: And the said W. B for himself, his, Ga dock covenant and grant, &c. to and with the faid P. H. his, &c. by thele presents, that he the said W. B. his, &c. shall and will, at his and their own proper costs and charges in all things, make, erect, fee up and fe nish, or cause to be made, &c. before the feast of, &c. upon the faid ground and foil herein before mentioned to be demifed, one good and Substantial building of timber, brick or stone, &c. to be framed and made into one tenement of three stories high, besides the garret, from the groundfils thereof to the razons, the lower story whereof shall be nine feet high at the least, the next story over that shall be eight feet high at the least, and the third story to the razons shall be seven feet high at the least, and shall jut the first and second stories, the summers, joilts, groundfils, razons and rafters, and all other timber-work thereof shall be as big and as good in scantling, length, thickness and other qualities, as those which are in the buildings at the new Court, which is now lately erected, standing and being in, &c. and shall or will make, or cause to be made, to every room thereof, two handsome fash-windows, of good carpenter's or joyner's work, each of them fix feet high, and broad, and shall well fash and glaze the same with good crown glass, and shall parget and ciel all the floors over head with lime and hair, without loam, and well and fufficiently lath and parget with lime and hair only, all the outfides of the faid building, and make convenient dormer-windows to all the garrets of the faid tenement, and tile over all the faid building, and lay tiles with lime and fand, and dry-hang none of them; and shall make convenient doors with hooks, hinges, locks and keys to all the rooms of the faid building, and floor with anch board all the floors, and nail, them with eight-penny nails, and make convenient chimnies with brick, lime and fand, with free-stone hearths, &r. and one convenient cellar throughout all the faid building. and pave the faid cellar with brick, &c. and a vault of brick for a privy, and fuch vault to to be continued and carried up into the garret; and shall pave with good stone half the allies or streets on both sides of the faid building, &c. and the faid W. B. his, &c. shall and will from time to time, and at all times during the faid term of, Sc. when and as

often as need shall require, at his or their proper oosts and charges, reshir, uphold, maintain and keep all the faid building and tenoments fo excited and faithed, in, by and with all manner of necessary reparasien, and the building and tenement fo repaired, upholden or kept in good and fufficient reparations, shall and will leave and yield up, with all doors, windows, wainfcot, shelves, locks and keys belonging to the same, well tiled, glazed and otherwise repaired, at the end and exairation, and every other determination of this present lease. And that Covenant for it shall and may be lawful, as well to and for the said P. H., his, Se. lessor to enter es also to and for all others the grantors or leffors of the said demised and view. premifies, their executors, administrators and affigns, with workmen, lervants or officers thereunto appointed, to come into and upon the faid building and tenement, at his and their free wills and pleasures, to view the decays thereof; and that the faid W. B. his, &c. shall sufficiently amend and repair the decays thereof, within three months after notice given unto him, his executors, &c. of such decays by him the said P. H. his, Sc. or by any others, lessors or grantors of the premisses, their beirs or assigns. And that the said W. B. his, Gr. shall not, nor will Shall not keep at any time or times during the faid term, have above one boulhold or inmates, nor fell family in the faid tenement, and no inmate or inmates within the fame, ale. wany person to inhabit there as an inmate; and that the faid W. B. his. Sc. shall not sell beer on ale, or other victual, nor keep any victualling within the faid tenement, at any time during the faid term, without the special licence of the said P. H. his, &e first had and obtained in writing; And that the faid W. B. his, &c. shall and will, from time Shall pay rates. to time during the faid term, bear and pay all such weekly, monthly, quarterly and yearly charges, as he or they, or the tenant or inhabitants thereof shall be fet and rated at by the laid Sir H. R. his, &c. or his officer or officers, towards watch, candle-light, scavengers, gate-keepen, ladders, buckets, and other contributions for bringing of water, Uc. for the general good of the faid cloth fair, according to the rate of the other inhabitants there; And further, the said W. B. doth hereby The lessor may for himself, &c. covenant, grant, &c. to and with the said P. H. his, polless and en-Us that he the faid P. H. his, Us and all and every other person and joy booths persons which he the said P. H. bis, &c. in that behalf shall nominate, feasts. allign and appoint, shall and may from time to time, yearly and every year, during the continuance of this present lease or demise, on the feastday of, &c. and three days next before, and three days next after the faid feast, have, occupy, possess and enjoy the said booths, and all the benefit, profit and commodity of the same, for and during the term aforefaid, until the faid building, in these presents mentioned, be erected and built as aforefaid, and after the same shall be so boilt as aforefaid, be the faid P. H. his, We and all and every fach other person or persons as he the faid P. H. his, &c in that behalf shall nominate and appoint, hall and may from time to time, yearly and every year during the continuance of these presents, on the seast aforesaid, and by the space of three days nest before, and three days next after the faid feast, peaceaby and quietly have, hold, use, occupy, possess and enjoy the lower room or chamber which shall be next the lower floor and groundfil of the faid house so to be erected, without any allowance to be made to the faid W. B. his, &c. for the use of the said room; And that he the said P. H. his Ge. shall and may have, receive and take to his and their

Proviso in case of non-performance of last covenant, lease to be void.

Provifo if building not done by the time, leafe to be void.

Cevenant to heighten the ground, &...

own proper use and behoof, all such sum and sums of money, and other benefit, profit, commodity or advantage, which shall or may be had a made, by or for the use of the said toom, during the time aforesaid And the faid P. H. his, &c. and all and every person and person which he the said P. H. his, &c. in that behalf shall substitute, authi rize and appoint, shall have free liberty of ingress, egress and regres into the said chamber and room, and there to remain and abide duri the term aforesaid, without any the let, trouble, disturbance, moles tion, eviction or denial of the faid W. B. his, &c. or of any other pl son or persons claiming by, from or under his or their estate or estat or by his or their title, affent or procurement. Provided always, and m condition, that if he the faid W. B. his executors, &c. shall not well and ly perform, fulfil and keep, in all things, according to the true intent a meaning hereof, the faid covenant in these presents last abovemention that then and from thenceforth the estate, interest, possession and to of years of the faid W. B of and in the premisses, and of and in em part and parcel thereof, shall cease, determine, and become utterly vo and that then and from thenceforth it shall and may be lawful to and the said P. H. his, &c. into all and singular the premisses to re-em and the same to have again, as in his or their former estate; any th in these presents, &c. notwithstanding. Provided always, and it covenanted, granted, concluded and agreed by and between the parties to these presents, that if the faid W. B. his, &c. or some of the do not before the feast-day of, Uc. at his own costs and charges, mal erect, fet up, and in substance and effect finish the said building in things to the faid building belonging, as the faid W. B. hath before these presents covenanted to do, that then and from thenceforth t present demise, and every article, clause and agreement in these present contained and comprized, to be frustrate and of none effect; and · estate hereby conveyed to the said W. B. to cease and determine. be utterly void to all intents, constructions and purposes whatsoever And the faid P. H. doth for himself, his, &c. covenant, grant, co clude and agree to and with the faid W. B. his, &c. and to and w every of them by these presents, that he the said W. B. his, &c. and and with every of them by these presents, that he the said W. B. M &c. shall and may peaceably, quietly, &c. (viz. a covenant for peaceal enjoying, &c.) And lastly, the laid W. B. for him, his, &c. doth con nant, &c. to and with the faid P. H. his, &c. that he the faid W. his, &c. at his and their own proper costs and charges, in all thing shall and will raise and heighten the ground where the said new build ing shall be made, in such good and sufficient manner as that the want and foil which shall fall, come of be made from or in the faid building shall and may avoid, run and be carried away without nusance, into the common fewer, down along by the rest of the booths, and so ind Long Lane, to the end that the faid building may be kept sweet ab wholesome for the inhabitants which shall there dwell and inhabit In Witnefs, &c.

A Lease of a House, well drawn.

"HIS Indenture, made, &c. Between S. B. of, &c. esq; of the one part, and R. H. of. Ge. of the other part, Witneffeth, that Consideration. plaid S. B. for and in confideration of the faid rent and covenants maker in these presents mentioned on the part and behalf of the said H. his executors, administrators and affigns, to be paid, done and formed, Hath demised, granted and to farm let, and by these pre-B Dub demise, grant and to farm let, unto the said R. H. his exe- Demise. mrs, administrators and assigns, All that messuage or tenement, si- Parcels, kand being in Jockey Fields, in the parish of St. Andrew in Hol-, abotting, &c. together with the faid garden, and also the coachthe and flables at the end thereof, belonging to the faid meffuage or ment, and all and fingular cellars, folars, chambers, rooms, lights, ments, water-courses, profits, commodities, and appurtenances dufoever, to the said messuage or tenement and premisses belonging is any wife appertaining, together with the use of all and singular poods, implements and other things remaining and being in and n the said messuage or tenement and premisses, mentioned in a dele or inventory hereunder written, which said messuage or tenem and premisses, with the appurtenances, now are in the possession eleccupation of the faid S. B. To base and to hold the faid meffuage Habendum. tenement, garden ground and coach-house and stables, and all and Similar other the premisses above demised, unto the said R.H. his extetors, administrators and assigns, from the feast-day of the nativity of * Land Christ now next ensuing, for and during, and unto the full mand term of three years and one quarter; Tielding and paying there- Reddending. he yearly and every year, during the faid term, unto the faid S. B. his: secutors, administrators and assigns, the rent or sum of one hundred thirty pounds of lawful money of Great Britain, at the four most that fealt days or terms in the year, that is to fay, the fealt-day of the minity of St. John the baptist, the feast of Michael the archangel, the minity of our Lord Christ, and the annunciation of the blessed virgin Mary, by even and equal portions; And the faid R. H. for himself, his Covenant to pay executors, administrators and assigns, doth covenant, promise and grant, the rent. • and with the said S. B. his executors, administrators and assigns, that the faid R. H. his executors, administrators and assigns, shall and well and truly pay, or cause to be paid to the said S. B. his execus, administrators and affigns, the faid yearly sum of one hundred and my pounds before hereby referred, at the days and times before berein limited and appointed for payment thereof during the faid term t and also shall and will from time to time, and at all times during And repair the the laid term of three years and one quarter hereby demised, as often premisses. a sted thall be or require, at his or their own proper costs and charges, will and fusiciently repair, uphold, support, glaze, amend and mainum the faid messuage or tenement, and all and singular the premisses,

in, by and with all and all manner of needful and necessary reparations and amendments whatsoever, damage by fire excepted; and also at his

or their own colls and charges, all the walls, pavements, gutters, finks, privies, wydraughts, of and belonging to the faid hereby demifed premisses, shall and will from time to time, and at all times, as often as need shall be or require, during the said term, well and sufficiently pave, purge, scower, cleanse, amend and keep, and the said messuage or renement, and all and fingular the premisses, so well and sufficiently repaired, upholden, supported, glazed, amended, maintained, paved, purged, scoured, cleanled and kept, at the end of the faid term, or other determination of this prefent leafe, which shall first happen, shall and will praceably and quietly leave, furrender and yield up, together with all fuch goods, chartels and implements, as are mentioned in the schedule or inventory herein under written, in as good case and condition as the fame are now, reasonable use and wearing thereof, together wish damage by fire in the mean time, always excepted; And alfo, that it shall and may be lawful to and for the faid S. R. his executors, administrators and affigus, with workness or others in his or their company, or without, twice or oftener in every year, yearly during the faid team, at convenient times in the day-time, to enter and come into and upon the faid demiled premiffes, or every or any part thereof, there to view, fearch and fee the state of the reparations of the fame, and of all defects and wants of reparations then and there found, to give or leave, motice or warning in writing at the faid demised melluage, unto and for the fai R. H. his executors, administrators and affigue, to repair and amend the same within four months then next following; within the face of which four months the faid R. M. for himself, his executors, administ trators and affigue, and every of them, doth covenant, promise and grant to and with the faid S. B. his executors, administrators, and alfigns, to repair and amendall and every the faid defaults or wants of reparations to notified as aforefaid; damage by five as before excepted, Provided always, that if it shall happen the faid yearly rom of one hasdred and thirty pounds, or any part thereof, to be behind and unpaid, in part or in all, by the space of one and twenty days nest after any of the feast-days above-mentioned for payment thereof, being lawfully demanded, or if the reparations of the aforefaid premisses, whereof notice or warning shall be given as aforesaid, shall not be well and sufficiently made and amended within the space of four months as aforefaid; that then and from thenceforth is shall and may be lawful in either of the faid cases, to and for the said S. B. his executors, administrators and alligns, into the faid melfuage or tenement, and all other the premiffes, with their appurtenances hereby demifed, or into any part thereof in the name of the whole, wholly to re-enter, and the same to have again, reposses and enjoy, as in his or their strik and former estate, and the faid R. H. his executors, administrators and affigues, and aff other the occupiers of the same thereout and from thence utterly to expel, put out and amove; this indenture, or any thing therein contained

to the contrary, in any wife notwithstanding. And the said S. B. for

himself, his executors, administrators and assigns, doth covenant, pro-

mife and grant, to and with the faid R. H. his executors, administra-

tors and alligns, that he the full R. M. his executors, administrators

and assigns, paying the said yearly rent of one hundred and thirty

pounds,

That leffor may

and give notice of repairs wanting.

Proviso if sant behind 21 days, or reparations not made, lessor may re-enter.

On payment of the rent and performing the covenants, leffee may quictly enjoy.

, in manner and form afarefaid, and proforming and keeping all Mather the covenants, grants, articles and agreements before in profests contained, on his and their part and behalf to be performkept, shall and may from time to time, and at all times during liberary demarked terms of three years and one quarter, peaceably icely have, hold, occupy and enjoy the faid meliuage or tensment, Methor the premission, with the appurtenances, herein before deh without any let, trouble, oviction, ejection, disturbance or inso of as by him the faid $S.\,B_s$ his executors, administrators and s or of or by any other perfet or perfone lawfully elaiming, of m, by, from or under him, them, or any of thom, or by his, ter any of their means, default or procurement. In Witneft, &c.

The Schedule or Inventory above referred to.

fgareta four iron locks, *Uc*.

Leefe of a Houfe in London, well penn'd, with a Covenant for Informine from Fire, 800.

MRS Indenture, &c. Between M. N. of, &c. and S. P. of, &c. Witnesseth, that for and in consideration of the rest and cove-Merein after referved and contained on the part and behalf of the P. his executors, &c. to be paid, kept, done and performed, the M. N. Hath demised, leased and to farm let, and by these Demise. n Dath, Ge. unto the faid S. P. All that new-built brick mes- Parcella tenement, fituate, lying, and being on the West-side of Roodin the parish of, &c. formerly in the tenure or occupation of the A. P. his under-tenants or assigns, together with all lights, ways, s, water-courles, calements, profits, commodities and appurteto the faid messuage or tenement belonging or appertaining; To hand to bold the faid meffuage or tenement, and all and fingular other Habendum memilles, with their and every of their appurtenances, herein beentioned or intended to be hereby demised, unto the said S. P. ecutors, administrators and alligns, from the feast-day of St. which will be in the year of our Lord 1717, for and during time the full end and term of feven years from thence next enfuing, folly to be complex and ended; Tielding and paying therefore Reddendum. sandevery year, during the continuance of this demise, unto the M. N. her executors, administrators or assigns, the sum of 89%. beful money of Great Britain on the four most usual feast days, us the year (that is to fay) the birth of our Lord Christ, &c. rided always, that if it shall happen the said yearly rent of 8c l. or Proviso if rent part thereof shall be behind and unpaid by the space of twenty-one be behind lessor

days may re-enter.

Covenant to pay the rent.

And keep in sepair.

And so repaired, yield up the fame.

That leffer may enter and view the premisses, &c.

days next after any of the faid feaft-days on which the same ought to be paid, as aforefaid, (being lawfully demanded); that then and at all times then after it shall and may be lawful to and for the said M. N. her executors, &c. unto the faid demiled meffuage or tenement and premiles, or into any part or parcel thereof in the name of the whole, wholly to re-enter, and the same to have again, retain, re-possess and enjoy, as in her and their former estate; and the said S. P. his executors, &c. and other the occupiers of the premisses, thereout and from thence utterly to expel, put out and amove; any thing herein contained to the contrary thereof in any wife notwithstanding. And he the faid S. P. for himself, his executors, &c. doth covenant, &c. to and with the faid M. N. her executors, &c. by these presents in manner and form following, that is to fay, that he the faid S. P. his executors, &c. shall and will, during the continuance of this demise, well and truly pay, or cause to be paid, unto the said M. N. her executors, &c. good and lawful money of Great the faid yearly rent or sum of Britain, on the days and times, and in manner and form, as before is mentioned for payment thereof; according to the true meaning of thefe presents, and the reservation thereof, as aforesaid. And also that the faid S. P. his executors, &c. or some or one of them, shall and will, at his or their own proper costs and charges, well and sufficiently repair, uphold, support, maintain and keep the said messuage or tenement and premisses, together with the glass windows, pavements, privies, sinks, gutters and wydraughts belonging to the faid premisses, in, by and with all and all manner of needful and necessary reparations and amendments whatloever, when, where and as often as need or occasion shall be or require, during the continuance of this demise; (the casualty of fire that may happen to burn down, demolish or damnify, the faid mesfunge or tenement and premisfes, or any part thereof, only excepted, and foreprized.) And the faid messuage or, &c. being so well and fufficiently repaired, upheld, supported, glazed, and amended, at the - years, or other fooner determinaend of the faid term of tion of this present demise, unto the said M. N. her executors, &c. shall and will peaceably and quietly leave, surrender and yield up: (except as before is excepted). And further, that it shall and may be lawful, as well for the faid M. N. her executors, Ge. as also for the lessor or lessors in the original lease of the said premisses, or any of them, with workmen and others, in his, their or any of their company or companies, or without, four times or oftener in every year, during the continuance of this demise, at seasonable times in the day time, to enter and come into and upon the faid demised premisses, or any part thereof, there to view, fearch and fee the state and condition of the reparations of the same, and of all defects, defaults and wants of reparations, then and there found, to give or leave notice or warning in writing at or upon the faid demised premisses, to and for the faid S. P. for repairing and amending the fame within the time and space of three months then next following; within which faid space or time of three months next after every or any fuch notice or warning, he the faid S. P. for himself, his executors, &c. doth hereby covenant and agree to and with the faid M. N. her executors, &c. well and fufficiently to repair and amend the defects, defaults and wants of reparations to to be That leffee will found as aforcfaid, (except as before excepted.) And further, that he the

pay all taxes;

to find S. P. his executors, &c. shall and will at all times hereaster, gthe term hereby demised, (determinable as aforesaid) bear, suf-, pay and discharge all taxes, charges, impositions and parish , which shall be taxed, charged, imposed, or assessed upon the pathinge or premises aforesaid, or any part thereof (except the except theking's tax, or other taxes, chargeable or to be charged on the tax.

ord by act of parliament.) And the faid M. N. for her- Covenant for Ber executors, &c. doth hereby covenant, promise, grant and quiet enjoysee and with the said S. P. his executors, &c. in manner and form ment. g, viz. That he the faid S. P. his executors, Gc. paying the terly rept of ---- and performing all and every the covenants reements herein before contained, which on his or their part shalf are or ought to be paid, done or performed, according to preintent and meaning of these presents, shall and lawfully may melluage or tenement and premisses hereby demised, for and during equinuance of this demise, without any lawful let, suit, trouble or beating of or by the said M. N. her executors, &c. or any of er by or through her, their or any of their acts, means, default, for procurement, and that always clearly acquitted and discharged of from all rent and rents due and to be due or payable by or upon final indenture or lease, by which the said M. N. now holdeth demised premisses for a longer term than is hereby granted. the faid M. N. hath caused the sum of 500 l. to be in- Recital the lesmon the said messuage or tenement and premisses, by the Ami- sor has insured, Contributionship for insuring from losses by fire, during the &c. for 7 years. feven years, to be accountable from the ———— day of fich faid insurance she paid the sum of 4 l. 10 s. (one moiety of the faid S. P. hath paid and contributed unto the faid M. N.ar purpose, which the said M. N. doth hereby acknowledge.) This Indenture further witneffeth, that it is hereby mutually agreed between the faid parties to these presents severally and respecfor themselves and their several executors, &c. that after the the faid term of seven years, the said sum of 500 l. shall from That after the intime, during the continuance and till the expiration of this pre- end of 7 years be continued to be infured on the faid melluage, &c. thereby leffee shall conthe same from loss by fire; and that the said 500 /. shall be tinue to insure. time to time infured, at the fole and only charges of the faid is executors, &c. (or it may be at their joint charges, &c. if fo And that in case any loss or damage shall happen to the said That lessor may ge, &c. by fire, that the faid M. F. her executors, &c. shall have the benefit whole benefit, not only of the faid insurance already made, thereof, &c. of all such insurances as shall be hereaster made in pursuance for infuring the faid messuage, &c. from loss by fire. And that M. N. her executors, &c. in such case shall, with what conveneed may be, repair the faid messuage or tenement and premisses, the the same six for habitation of the said S. P. and his assigns, the refidue of the faid term hereby demised, which shall be then and unexpired. In Witness, &c.

A Leafe of a House in the Country, in Reversion, with Covenants to pay
Heriots, &c.

Recital of leafe for 24 years.

HIS Indenture, &c. Between H. H. of H. in the county of S. gent, and E. his wife, of the one part, and W. W. of M. in the faid county of S. of the other part; Whereas the said H and E. tagether with I. H. father of the faid H. deceased, for a certain sum of meney to them by the faid W. W. before-hand paid, by their indenture bearing date, &c. Did demise, grant, set and to farm let unto the fail W. W. all that their messuage or tenement, with all edifices and buildings thereunto belonging, together with all lands, meadows, leafour and pastures, common. of pastures, commodicies and feedings to the faid messuage or tenement belonging or appertaining, with all and sing gular their appurtenances, fituate, lying and being in the towns and fields of M. aforesaid, in the county aforesaid, and then in the tenur or occupation of the faid W. W. To have and to hold the faid meffuzze or tenement, lands, meadows, leafows, pastures, commons, commodities and feedings, and all other the premisses, with their appurte nances, unto the faid W. W. his executors and affigns, from the feat of the purification, &c. last past, unto the full end and term of twentyfour years from thence next enfuing, and fully to be compleat and ended; Tielding and paying therefore yearly, during the faid term, to the faid H. H. and E. his wife, or to one of them, or to one of their heirs. &c. 23 shillings of lawful money of, &c. as in the said indenture in contained at large: Now this Indenture Witneffeth, That the faid A H. and E. his wife, for and in consideration of the sum of 201. of lawful money, &c, to the faid H. and E. by the faid W. W. before or at the enfealing hereof, well and truly paid for and in the name of a fine. whereof the faid H. and E. and each of them do acknowledge themfelves to be fully fatisfied and paid, and the faid W. W. his executors administrators and assigns, thereof to be acquitted, exoperated and discharged by these presents, Have demised, granted, set and to farm les, and by these presents, &c. unto the said W. W. All the asoresaid melfuage or tenement, edifices and buildings, with all lands, meadows, leafows, and commons of pasture to the faid messuage or tenement belonging, with all other the premisses, and their appurtenances, situate, lying and being in the town and fields of M. aforefaid, in the faid county, in as large and ample manner as the faid W. W. heretofore hath occupied the same; To bave, bold, occupy and enjoy the said messuage or tenement, lands, meadows, leasows, pastures, commons, commodities, and all other the premisses and every part thereof, with the appurtenances, to the faid W. W. his executors, administrators and assigns, from the end and expiration of the aforesaid indenture, that is to say, from the feast of the purification, &c. which shall be in the year of our Lord God, &c. until the full end and term of twenty-one years then next ensuing to be fully compleated and ended; Tielding

Confideration. .

Demise. Parcela

Mabendum.

Peping therefore yearly during the said term, to the said H. H. L his wife, or to either of them, their heirs or assigns, the sum of a of, Se. at the two fealts in the year following, that is to fay, at freal of the Appunciation, &c. and the feast of St. Michael, &c. per portions; And if it happen the faid yearly rent of 23 s. to be Covenant if rent id and unpaid, in part or in all, by the lawfully demanded, and by behind leffor to nt time no sufficient distress can be found upon the premisses, then re-enter. be lawful to and for the said H. and E. their heirs or assigns, into find meffuage or tenement, lands, &c. and all other the premisses, the appurtenances, to re-enter, and the same to repossels and have as in their former estate: And the said W. W. his executors, Covenant to red all other occupiers of the same, to avoid, expel and put out; pair. identures, or any thing herein contained to the contrary notwith-And the faid W. W. doth covenant and grant for him, his Se. to and with the said H. H. and E, his wife, their and their heirs, executors, &c. the said messuage or tenement, and fices or buildings to the same belonging, sufficiently to repair, fullain and keep, together with all hedges and ditches in and e faid lands during all the faid term, at and upon his own proand charges; and at the end of the faid term, the faid hedges, ditches, banks, mounds, &c. well and fufficiently and preserved, shall yield and give up. And also that he the Topay herriot. W. his executors and aligns, shall pay to the said H. and E. e premisses, during the said term, his or their best beast in the ap heriot. And also the said W. W. doth covenant and grant That lesses shall with the faid H. and F. Uc, that he the faid W. W. shall not at not sell or assign ne hereafter, during the faid term, bargain, fell or affign his in- his interest, &c., for term of years of, in or to the faid messuage and other the prewith the appurtenances, to any person or persons other than to E. his wife, or their heirs, on pain of forfeiting his or their ef-And that the faid W. W. his executors or assigns, during the faid To pay chief fail yearly pay all chief rents, and yield all other rents and rent, and other tes due or to be due to any person or persons out of the said mes**for tenement,** and other the premisses. And the said H. H. and wife, do covenant and grant, for them, their heirs and affigns, with the faid W. W. his executors, administrators and assigns, hall be lawful to the faid W. W. his executors, administrators or during all the faid term, to have, take, hew and carry away R house-boot, hay-boot, fire-boot and plough-boot, in and upon conifies growing or being, doing no willai walte. Provided al- Proviso not to that be the faid W. W. his executors or assigns, shall not fell or cut oak in Sawas by the butt, nor cut off the top of an nak growing in Saing the said term, without the consent and licence of the said E. their heirs or assigns; And also the said W. W. doth covead grace, that his fon, to whom he intends to affign the premif- fon shall not afthis indemure, shall not assign his interest in and to the pre- sign his interest to any person or persons, but to his wife as long as she remain- to any but his widow, without the confent and licence of the faid H. and E. and wife without beirs, upon pain of forfeiting their estate. And the said H. licence. do covenant and grant, for them and their heirs, to and with

other than to his wife or fon without licence.

rents and fer-

Leffee to cut house-boot hayboot, ぜん

the faid W. W. his executors, administrators and assigns, that the said W. W his executors, administrators and assigns, during all the said term, shall and may peaceably 'and quietly have, hold, occupy, possess and enjoy, &s.(Add the covenant for quiet enjoyment.)

A Leafe to enable one to bring an Ejeament.

HIS Indenture, made, &c. Between T. H. of - of the one part, and J. A. of - of the other part, Witnesseth, that the said T. H. for divers good causes and considerations him hereunto moving, Hath demised, set, and to farm let, and by these presents Doth demise, &c. unto the said J. P. All that, &c. To have and to bold the faid - with their and every of their appurtenances, unto the faid 7. P. from the —— day of —— now last past, for and during, and unto the full end and term of five years from thence next enfuing, and fully to be compleat and ended; Tielding and Paying therefore yearly and every year, during the faid term, unto the faid term, unto the said T. H. his executors, administrators and assigns, one peppercorn, (if the same shall be lawfully demanded) on the feast, &c. To the Intent and purpose, that the said 7. P. may be and become forthwith the tenant of the said ---- in order that an ejectment may be brought by him as plaintiff, for the recovery of the possession thereof, for the said T, H. against J. D. as the casual ejector. In Witness, &c.

From a Tenant by the Curtefy, to Truflees for 80 Years, if he lives for long, to prevent a Merger, on his purchasing the Inheritance.

HIS Indenture, made, &c. Between T. R. of — of the one part, and T. J. of — and E. R. of — of the other part, Witnesseth, that the said T. R. for and in consideration of the sum of 5 s. of, &c. to him the said T. R. in hand paid by the said T. J. and E. R. or one of them, at, &c. the receipt, &c. He the said T. R. Hatb granted, demised, leased, and to farm letten, and by these presents Doth grant, &c. unto the said T. J. and E. R. All that, &c. which at any time heretosore were the inheritance of M. the late wise of the said T. R and wherein the said T. R. hath any estate for his life, by the curtesy of England, or otherwise; To have and to bold the said messuage, lands, tenements, and all and singular other the premisses hereby granted and intended so to be, with their and every their appurtenances, unto the said T. J. and E. R. their executors, administrators and assigns, from the — day of — last past, before the date hereof, for and during, and unto the sull end and term of 80. years, if the said T. R. shall so long live; Upon special Trust and considered.

the effect hereby granted, shall attend and wait upon the freehold submittance of the same premisses, the said T. L. intending shortly prehase the inheritance of the same premisses, and to have the same eyed to him and his heirs. In Winess, &c.

of by way of Articles, whereby Tenant covenants to pay the Fine Rent beforehand, and whereby Premisses let for a Year certain, described agreed on, &c.,

indented, &c. Between R. W. of the one Part, and A. B. of the other Part, in Manner as follows, viz.

THEREAS the faid A. B. hath agreed to accept and take a lease from the said R. W. of the mediuage or tenement hereafter at the yearly rent of 20 l. and, as a security for payment thereof, agreed to pay every quarter's rent for the same, (being 5 1, 2 r) on or before every quarter-day, during the continuance of ad lease, in manner as herein after mentioned : Now these Premitness, that in consideration of the sum of 5 l. of lawful money, for the first quarter's rent of the said messuage, and which for the ter ending at Michaelmas-day next, to him the faid R. W. now in I paid by the faid A. B. at or before the executing hereof, the ret whereof is by him the faid R. W hereby acknowledged; and also unfideration of the faid A. B. his executors, administrators or af-, paying the faid rent by quarterly payments beforehand, and in ideration of the covenants herein after contained on his and their to be performed, he the faid R. W. Huth, and by these presents demise, lease, set, and to farm let unto the said A. B. All that tage or tenement, with its appurtenances, situate, &c. as the same late in the occupation of F. M. widow, and now in the occupation F. B. carpenter; To have and to bold the faid meffuage with its apstances, unto the faid A. B. his executors, administrators and alfrom Midfummer-day now next enfuing the date hereof, for and the full term of one year certain, and from thence for and durch further term or terms therein as shall be mutually agreed on to the faid parties to these presents: Nevertheless after the end of It year, this present lease shall end and determine, on either of faid parties giving a quarter's notice in writing unto the other of b, for fuch determination of the same, and fully to be compleat and th; Yielding and Paying therefore uuto the said R. W. for the sirst ref the said term, the rent or sum of 15% of lawful money, in sier as follows, viz. 5 l. part thereof, on Michaelmas-day now next, sucher part thereof, on Christmas-day then next, and ; I. on Ladythen next following, and which will be in the year of our Lard-

And Tielding and Paying unto the faid R. W. his executors, administrators and assigns, for and during all such further term or terms as shall be mutually agreed to be taken of the premisses as aforesaid, at and aster the rate of 20 L per ann. the same ought to be paid quarterly beforehand, on the several quarter-days aforesaid, during the continuance of fuch further term; the first of which quarterly payments to begin and be made on Midsummer-day——and rendering and paying, for the last quarter of such further term, the rent of one pepper-corn only (if demanded.) Item, the faid A. B. doth, &c. (Covenant to pay rent, and to repair, see. Tit. Covenants.) And further, that it shall and may be lawful to and for the faid R. W. his executors, administrators and assigns, and all other persons having a legal right thereto, with workmen or others, or without, twice or oftener yearly, during the continuance of this demife, at feafonable times in the day-time to enter and come into and upon the faid leafed premisses, to view, search, and see the defects and wants of reparation in and about the same, and of all fuch defects and wants of reparation as shall be there found, to give or leave notice or warning in writing, in or at the faid demifed premiffes for the amending thereof: And that he the faid A. B. his, &c. shall and will, from time to time, and at all times, during the continuance of this demise, within the space of three months next after every such notice or warning, well and fufficiently repair, pave, amend and make good all fuch defects and wants of reparation, whereof such notice or warning shall be so given or left as aforesaid: And that, in default thereof, it fhall and may be lawful to and for the faid R. W. his executors, administrators and assigns, to order and employ such workmen as he or they shall think fit to make and do the same amendments and repairs; and that he the faid A. B. his executors, administrators or affigue, shall and will, upon demand, repay unto the faid R. W. his executors, adminiftrators and affigns, all and every fuch fum or fums of money as he or they shall have expended and paid for or about the same. Item, the said R. W. for himself, &c. (Leffor's covenant for quiet enjoyment, &c.) In Witness, &c.

A Lonfe for Twenty-one Years from a Man and his Wife, of the Wife's fettled Eflate for her Life, &c.

H l S Indenture, made the _____ day of, &c. Between A. B., of, &c. and E. his wife, heretofore E. B. widow and relict of J. B. of, &c. deceased, of the one part, and C. D. of, &c. of the other part, Witnessetb, that for and in consideration of the rents, coremants and agreements herein after reserved and contained, which on the part and behalf of the said C. D. his executors, administrators or assigns, ought to be paid and performed, &be the said E. B. by virtue of and in pursuance of a power given and reserved to her in and by one indenture of settlement, bearing date on or about the _____ day of _____ 1739, and all other powers her in that behalf enabling, and by and with the privity and consent of the said A. B. testifying by his sign-

ing and fealing thefo prefents, Hath demised, leafed and gramed, and thefe presents Doth demise, lease and grant, and the said A. B. as as he can or lawfully may, Doth demite, leafe, ratify and confirm. the faid C. D. his executors, administrators and affigues, All that be melluage, Gr. To bave and to bold the faid capital melluage, hereby demified, granted and confirmed, or mentioned or intended to be, with their and every of their appurtenances, unto the said C. his executors, administrators and assigns, from the feast day of St. the Baptist last past, before the date hereof, for and during and the full end and term of twenty-one years, from thence next eng and fully to be compleat and ended, or for fuch less term than my-one years, as he the faid $C,\,D.$ his executors of administrators, Ithink proper, pursuant to the proviso or agreement herein after: mioned and contained, Tielding and paying therefore yearly and every k, during the said term hereby demised and granted unto the said A. and E. B. his wife, or such person or persons as shall be invitted to freehold or inheritance of the premisses for the time being, the by sum of ______ l. of lawful money of Great Britain, at or on Itwo stual feasts or days of payment, (that is to say) the feast of St. the Baptift, and the feast of our Lord Christ, in every year, by n and equal portions; And the said C. D. for himself, his heirs, cutors and administrators, doth hereby covenant and grant to and the faid A. B. and E. B. her heirs and alligns, that the faid C. D. executors, administrators and assigns, or some or one of them, shall I will well and truly pay or cause to be paid the said yearly rent of - l. at the times and in manner herein before mentioned and apned for payment thereof; And also shall and will from time to time, at all times hereafter during the faid term hereby demised, well Inficiently repair, uphold, support, maintain, sustain, amend, t, purge, scower, cleanse, empty and keep the said capital messuage mansson house, and all other the premisses hereby demised, with r and every of their appurtenances, and all the glass windows, tements, privies, finks, gutters and wydraughts to the fame belongin by and with all and all manner of needful and necessary perations and amendments whatfoever, when, where, and as often seed or occasion shall be and require during the said term, (casualties fire, wind, florms and tempests excepted); the said C. D. his exetors, administrators or assigns, being allowed rough timber and suffirafters for the reparations thereof, to be assigned for the use of the d C. D. his executors, administrators or assigns, within three months to be or they shall demand or have occasion for the same: And the capital melluage or mansion-house, lands, hereditaments and prees, with the appurtenances thereto belonging, so being in and by all well and sufficiently repaired, upheld, supported, sustained, sed, paved, purged, scowered, cleansed, emptied, maintained and sided, at the end and expiration of the faid term of twenty-one s, or other sooner determination of this present lease or demile, thall first happen, shall and will peaceably and quietly leave, forder and yield up unto the faid E. B. or fuch person or persons as shall intitled to the same for the time being, his, her or their heirs or together with all the goods, furniture, doors, locks, keys, s bars, thelves, partitions, chimney pieces and other things now Vol. V.

therein, and which are more particularly mentioned in a schedule hereunto annexed, in as good case and condition as the same now are or may be (the reasonable use and wearing thereof, accidents and casualties by fire in the mean time, only excepted.) And further, that it shall and may be lawful to and for the faid E. B. or her assigns, or such perfon or persons as shall be invited to the said capital messuage or mansion-house, lands, hereditaments and premisses for the time being, with workmen or others, in his, her, or their company, or without, twice or oftener in every year, yearly, during the faid term, at convenient times in the day-time to enter and come into and upon the faid demised premisses, or any part thereof, there to view, search and see the state and condition of the reparations thereof; and of all fuch defects, decays and wants of reparations upon every fuch view to be found, to give or leave notice or warning in writing at the said demised premisses, to and for the faid C. D. his executors, administrators and assigns, to repair and amend the same within the term or space of three months next following, within which said term or space of three months, he the said C. D. for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said E. B. or such person or persons as shall be intitled to the said capital messuage or mansionhouse, lands and premisses for the time being, well and sufficiently to repair and amend all and every fuch decays and want of reparation (except as before is excepted); and the faid C. D. his executors, administrators or assigns, having rough timber first assigned to him for that purpose. Provided always, that if it shall happen the said yearly rent of ---- !. or any part thereof, be behind or unpaid, in part or in all, by the space of twenty eight days next over or after any of the fealls or days of payment on which the same ought to be paid as aforesaid, (being lawfully demanded) that then and from thenceforth it shall and may be lawful to and for the faid A. B. and E. B. his wife, or the perfon or persons who shall be intitled to the said capital messuage or mansion house, lands and premisses, in remainder or reversion, for the time being, his, her and their heirs or assigns, or any of them, into the said demised premisses, or any part thereof, in the name of the whole, wholly to re-enter, and the same to have again, retain; repossels and enjoy, as in his, her or their first and former estate; and the said C. D. his executors, administrators and assigns, and all other occupiers thereof, thereout and from thence utterly to expel, put out and amove; this indenture, or any thing herein contained to the contrary in any wise notwithstanding. And the said A. B. for himself, his heirs, executors, and administrators, and for the said E. his wife, doth hereby covenant, promise and agree to and with the said C. D. his executors, administrators and affigns, that they the said A. B. and E. his wife, or one of them, or the person intitled to the freehold or inheritance of the premisses for the time being, shall and will, yearly and every year during the faid term hereby demifed, well and truly pay or cause to be paid. (Lessor covenants to pay all taxes except, &c. and indemnify lesse therefrom). And further, that he the faid C. D. his executors, administrators or assigns, paying the said yearly remos --- I. in manner and form aforefaid, and observing, performing, salfilling and keeping all and fingular the covenants, grants, clauses, allithms, provides, conditions and agreements, which on his and their parts and techalis ought to

be paid, observed, performed, sulfilled and kept, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enthe faid capital messuage or mansion-house, and all and singular er the premisses, with their and every of their appurtenances, shore by these presents demised and granted, or intended so to be, for and during all the faid term of twenty-one years hereby demised decerminable as herein after is mentioned) without the lawful let. t, trouble, molestation or interruption, of, from, or by the faid A: and C. his wife, or either of them, or of, from or by any other tion or persons whatsoever: Provided also, and it is hereby further dared and agreed, that in case the said C. D. his executors, adillustors or alligns, shall be minded or desirous to leave and dert from the said capital messuage or mansion-house and premisses fore mentioned to be demised, at the end or expiration of the de seven years, eleven years, sourteen years, or eighteen years of faid term of twenty-one years, to be computed from the comscement of this present lease or demise, and of such his or their ad or intention shall give or leave notice in writing to or for the relaid A. B. and E. B. or one of them, or the person who shall so be intitled to the faid capital meffuage or mansion house and enistes, or shall receive the last half year's rent or other rent due, fix months before the end of the faid several terms of sea years, eleven years, fourteen years, or eighteen years, and pay all fuch rent and arrears of rent as shall be then due by me of these presents, and leave the premisses in repair, accordto the true intent and meaning of these presents, then, at the or expiration of the faid feven years, eleven years, fourteen ws, or eighteen years, to be computed as aforefaid, this prefent de, and every thing therein contained, shall cease, determine, and subsolutely void, any thing herein contained to the contrary thereof mewithstanding. In Witness, &c.

Of a Houfe from the Parson and Churchwardens of a Parish, with the Assent and Confect of the Parishioners, in Consideration of surrendering a former Lease, and of rebuilding the House, &c.

HIS Indenture, made, &c. Between W. B. doctor in divisity parfour of the parish-church of ---- in L. and M. B. citize and clothworker of L. and J. H. citizen and spectacle-maker of L. churchwardens of the faid parish-church, of the one part, and E. E. of - of the other part, Witnesseth, that the said parson and church wardens, by and with the affent, confent and agreement, of the major part of the most ancient and discreet parishioners of the said parish, well for and in consideration, &c. (of farcendering a former leafe) and so and in consideration of the sum of, &c. to them in hand paid, an, by the said E. E. to and for the use and behoof of the parishioners d the said parish, to be disposed of at their discretions ; and for and i confideration of, &c. (Building) as also for and in confideration of the yearly rent of, &c. and the covenants and agreements herein after mentioned to be paid, done and performed; Have denifed, &c. A. Ele. To have and to hold, &c. Tielding and paying therefore yearly, Etc. unto the faid parfon and churchwardens, and their fucceffors, par fon and churchwardens of the faid parish church for the time being s To and for the Use and behoof of the parishioners of the said parish for the time being, the rent or sum of, &c. at, &c. (Covenants added,) And, &c. covenant, &c. and agree to and with every of them by the presents, in manner, &c. shall and will well and truly pay or cause to be paid unto the said parson and churchwardens, and their successors, parson and churchwardens of the said parish-church for the time being, so and for the use of the parishioners of the said parish for the time being, the yearly rent or fum of, &c. at the days and times, and manner and form aforesaid, during the said term hereby demised; And Gato and for the faid parson and churchwardens, and their successors, perfon and churchwardens of the faid parish church for the time being, or any of them, or any of the parishioners of the said parish of with workmen or without, twice, &c. to enter, &c. and fee whether the premisses be well and sufficiently repaired, made, amended and keptas the same ought to be, or not, and of all such defaults, defects, or wants of reparations, so then and there from time to time, by them or any of them found, to give or leave notice or warning in writing at the said leased premisses, to or for the said E. E. his executors, administrators or assigns, to repair and amend the same defaults, desects and wants of reparations, within the time or space of three months, then

Covenant to pay the rent.

Leffor may view the premiffes.

next following: within the time and space of which faid three months, he the haid E. E. for trimfelf, his executors, administrators and affigus, doth covenant, promise and agree, to and with the said person and churchwardens, and their fuccessors, parson and churchwardens of the and parish-church for the time being, well and sufficiently to repair and mend the same accordingly; And moreover, that he the said E. E. his, Lesses to pay be or some or one of them, shall and will, from time to time, and at taxes, all times, during this present lease, at his and their own proper cost and tharges, bear, pay and discharge all such taxes, duties, payments, asfilments and impolitions whatloever, either ordinary or extraordinary, w whether civil or military, which shall or may be assessed, exxed or imposed upon him the faid #. E. his executors, administrators or alligns, or upon the faid demissed premisses, or the faid parson and church wardens, or their successors, parson and churchwardens of the said parishtherein for the time being, as landlord or landlords of the premisses; and also all parish duties, payments to the poor, watch and ward, scawager's wages, and other payments to grow due, to be paid for or in thed of the premister, during this prefers leafe; and of and from all mievery the taxes, affefiments, payments, duties and impositions aforeand to grow due, to be paid for or in respect of the premisses, and of and from all actions, suits, troubles, costs, charges, damages and demade whatfoever, touching or concerning the same, shall and will clearmanitand discharge the said demised premisses, and also the said parand churchwardens, and their fucceffors and affigns, from time to me, and at all times, during this present lease: Provided, &c befully demanded; or if the repairs of the faid demisted premisses shall paying rent, me be made and done from time to time, during the faid term, within or of repairsterm of three months next after warning, to be given or left in writ- ing, the was aforelaid, succording to the covenant aforelaid of the said E. E. "that behalf ; that then and from thenceforth, in either of the laid wies, it that and may be lawful to and for the faid parson and churchmadens of the faid parish-church for the time being, into the said, &c. wee-emer, &c. And the faid E. E. for himself, his, &c. doth fur That the threevenant, promise and grant to and with the said parson and church-lesses will suders, and their fuccessors, parson and churchwardens of the faid house, and man church for the time being, and to and with every of them by these indemnify pricess, in manner and form following; (that is to fay) that he the faid the leffors L. his executore, administrators or affigns, shall and will at their from inproper costs and charges, within twelve months next enfuing the croachments the of these presents, take down the messuage or tenement afore here- or irregulasemiled, and in the place and flead thereof, within the time afore rity of the mationed, erect and new build one substantial house of good materials; and also that he the faid E. E. his executors, administrators or alligns. and will, from time to time, and at all times hereafter, from the in a the date hereof, and during the faid term hereby granted, well be followed fave, defend and keep harmless, the faid parson and medwardens of the faid pariff, and their fuccessors, parson and derchwardens of the faid parish church for the time being, and every then, of and from all indictments concerning irregular buildings, broachments, jetties and purprellures of the melluage or tenement see demiled, and of the melluage or tenement to be erecked instead

- In default of

thereof, and of and from all trouble, costs, charges, executions and damages whatsoever concerning the same, or any of them, in any manner or wise.

The Assent of some of the Parishioners indersed.

We, whose names are hereunder written, parishioners of the parish of St. B. within mentioned, do hereby consent and agree to the within written lease: witness our hands the day and year first within written.

Lease from an Administrator and Guardian of an Infant.

HIS Indenture, &c., Between J. T. of, &c. esq; administrator of the goods and chattels of his late brother Sir E. T. late of, Ge. bart, deceased, during the minority of Sir E. T. bart (son and heir of the said Sir E. T. deceased, and which, said J. T. is guardian of the said Sir E. T. the son) and also the same Sir E. T. of the one part, and R. R. of, &c. of the other part. Whereas by certain articles, Gc. (recital of articles for building): And Whereas the faid house, with its appurtenances, so covenanted to be built and finished, on the behalf and at the charge of the faid Sir E. T. deceased, his executors or administrators, has been by him and them so well built and finished accordingly, but the same was not so done until Christmas-day now last past: And Whereas there having been actually laid out and expended by the faid Sir E. T. in his life-time, and by his administrator since his death, in the building and finishing the said house, with its appurtenances, the fum of 40 /. over and above the said sum of 120 /. by the said articles fo covenanted to be by him and them laid out in building and finishing the same as aforesaid; he the said R R. party hereto, in consideration thereof, (and instead and in lieu of the said yearly rent of 61. to be by him paid, according to the faid articles for the faid house and premiss) hath agreed to pay, in augmentation of the same rent, the further yearly fum of 40s, compleat and make up the yearly rent 8 l. for the faid house, with its appurtenances hereby leased, payable in such manner as herein after is mentioned and referved; Now this Indenture witnessels. that in pursuance and performance of the covenant in the said recited articles contained on the part and behalf of the said Sir E. T. deceased, his heirs, executors and administrators, for the granting of a leafe of the faid new built-house with its appurtenances, unto the fiid R R. his executors, administrators and affigns, and also in consideration of the yearly rent and covenants herein after referved and contained, on his and their part and behalf to be paid and performed, he the faid J. T. (as administrator of the said Sir E. T. deceased, and also as guardian of

his for Sir E. T. party hereto, and for and on his behalf, and by and with his privity, consent and approbation, testified by his executing hereof) Hath demissed, leased and to farm letten, and by these presents be the said J. T. (by and with the consent, privity and approbation of the before named A. R. testified by her being a witness to the executing of these presents) Doth demise, Ge. unto the said R. R. party hereto, in executors, administrators and assigns, All that the said new built house, messuage or tenement, Ge.

Lufe from Mother and Sun to a Lessee, with two Reddendums, the one to the Mother for Lise, and the other to the Son and his Heirs asser her Death.

THIS Indenture, &c. Between S. M. of &c. widow, and J. M. of the parish of, Ge. gent of the one part, and G. H. of, Ge. eq of the other part, Witnesseth, that the said S. M. and J. M. in confederation of the rents and covenants herein after reserved and conmined on the part and behalf of the said C. H. his executors or admisilitators, to be paid, and performed, Have demised, granted and to Imaletten, and by these presents Do demise, &c. unto the said C. H. is executors and administrators, All that, &c. To have and to hold the ind messuage, unto the said C. H. his executors, &c. from, &c. for Gr. Tielding and Paying therefore unto the said S. M. and her assigns, yearly and every year, during so much of the said term as she shall happer to live, the yearly rent or sum of 23 %. of lawful, &c. on the two soft usual feast-days or days of payment in the year, that is to say, the Amunication of the Blessed Virgin Mary, and the scale of St. Michael the Archangel, by even and equal portions; And yielding and pring unto the said J. M. his heirs and assigns, from and after the seath of the said S. M. for and during so much of the said term of trenty one years as shall be then to come and unexpired, the aforesaid yearly rent of 23 l. at the same two usual feast-days and days of payment, and by even and equal portions. (Covenants, &c.)

Desife from the Mother and her second Hushand to her Son by the first Hushand for 99 Years, of an Estate wherein the Mother was Tenant for Life.

THIS Indenture, made, &c. Between A. B. of, &c. and F. his wife, (which faid F. was the late wife of W. W. late of, &c. lecased, who was the eldest son of W. W. late of, &c. also deceased, which said F. was the only daughter of T. M. late of, &c. clerk, likewise

Recitals, vis. the hufband's father's deed to frand feifed of a melfuage, &c.

The like deed from the wife's father of another mef-fuage and lands, &c.

likewise deceased) of the one part, and T. W. of, Ge, (the only son and heir of the said W. W. the son, and the said F. his wife,) of the other part. Whereas by indenture bearing date, &c. and made between the faid W. W. the father, of the one part, and the faid W W the fon, of the other part, the faid W. W. the father (for the confiderations therein mentioned) did for himself and his heirs covenant with the said W. W. the for and his heirs, that he the faid W. W, the father and his heirs, and all other persons whatsoever, who then or bereafter should be entitled to a meffuage, Ge. lituate, Ge. therein and herein after mentioned, should from thenceforth stand and be seited of the said messuages, lands and premisses, to the following uses, viz. To the use of the father Guz' for life, remainder to the fon and F. his wife for their respective lives, with remainder to their heirs begotten or to be begotten, remainder to the right heirs of the father: And whereas by one other indenture, dated, &c. 1702, and made between the faid T. U and W. W. the fon and F. his wife, as above, &c of another meffuage, &c. as by the faid several in part recited indentures, &c And Whereas the faid W. W the father, A. his wife, T. M. and W. W the fon, being all dead, the the faid F. B. (late W.) by virtue of the before secited indenture, is now entitled to an estate for life of and in the said premiffes, and he the faid T. W. party hereto, (being the only fon and heir of the faid W. W. the fon by the faid F. his wife) will after the death of the said F. by virtue of the said several recited indeptures, become seised of the said messuages, or tenements and premisses, to him and his heirs: And whereas the faid T. W. being now of age, they the faid A. B. and F. his wife, to the intent the better to enable him to support himself, and for the better preferment and advancement of him the faid T. W. in the world, have agreed, that she the said F. shall relinquis her estate for life of and in the said premisses, and that the said messuages, lands and premisses, shall be by them demised to the said 7 S. in such manner as herein after mentioned; Now this Indenture witneffeth, that they the faid A. B. and F. his wife, in pursuance and performance of the said agreement, and to the intent aforesaid, and for and in confideration of the natural love and affection which she taid F. hath for and beareth to the faid T. W. her fon, and also for and in confideration of the sum of 50. of, &c. to them the said A. B. and F. his wife in hand paid by the faid T. W. at or before, &c. the receipt whereof is by them hereby respectively acknowledged, and for divers other good causes and valuable considerations them thereunto especially moving, they the said A. B. and F. Harve, and each of them Hath, and by these presents Do, and each of them Doth freely, clearly and absolutely grant, bargain, fell, demise, assign and surrender unto the said T. W All that the before mentioned messuage, Ge. (Ine premisse as comprifed in the first recited indenture) and also all that other melluage, &c. (The premisses as comprised in the second recited indenture) together with all out-houses, &c. (general words) babendum the said premises eum perti-nentiis to the said T. W. his executors, &c. from Midsummer last, for and during and unto the full end and term of 99 years from thence next enfuing, if the the faid F. B. thall to long live, and fully so he complex and ended (fans qualta) at the root of a pepper-gorn, late. In Weinely æρ.

Painte from the Husband to true Tousteen, whereby the Husband, in laptocration of his Wife's having joined mith him in levying a fine, most a Mefinage and Lands, in Trust that his Wife may have the Rents loss of during her Life.

HIS Indenture, made, &c. Between 7. A. of Us, and S. his wife, of the one part, and H. S. of, &c. elq; and E. St. J. Ge, Whereas W. B. a commoner of Balied college. of the other part by his last will and teffament in writing, duly executed, bearing Be (amongst other things) did thereby give and devile to his lowing White write of J. A. being the faid S. A. party hereto, All that his stor's melluage, Esc. To bold to his faid litter S. A. for and the term of her natural life; and from and immediately after her to he the faid tellator gave and deviled the fame unto his piece fthe daughter of his faid litter).) and her heirs and assigns for as in and by the faid in past recited will, proved by R. B. gent. thator's brother) fole executor thereof, in the proper ecclefialtical stelation, &c. And subcreas by indentures of leafe and releafe, the bearing date the day next before, and the release bearing even threwith, and both executed immediately before these presents, the cleafe being tripartite, and made or mentioned to be made between id J. A. (by fuch other addition as therein mentioned) and S. his of the first part, W. C. of, Eds. yeoman, of the facond part, and id R. B. (by the name of, Eds. gent.) of the third part, (reciting grein is recited) and for the leveral confiderations therein mentioned preffed, and by virtue of a fine fur conusmice, &c. therein nousdand agreed to be levied (the several medicages, Esc. are by them and J. A. and S. his wife and W C. granted, released and conby way of martgage) nato and to the use of the said R. B. his and alligne for ever; fubject nemercheless so a proviso in the laid inment release contained for redemption of the faid martgaged prop payment by the faid J. A. his hour, executors or alligns, unto R. B his executors, administrators or affigues, of the principal of 1400 leand interest, in such manner as therein is mentioned and led; as in and by the faid in past recited indentures of leafe and (relation being to them respectively had) more fully and at large Emper; And submas pravious to said before the executing of the Minutes of Justa and schools, and in confideration that the the faid that the faid J. A. hath thereby, and by the faid line to concenanthe lexied as atorciaid, absolutely selected and harred herself of all tright and tiple of down af, in and to the full mortgaged bereditawand prepailed, be the faid J. A. proposed and agreed to demile meffgage, &c. by the recited will so devised to the said S. his

wife for her life as aforesaid, unto them the said H. and E. St. 7. in trust to permit the said S, his wife to receive the rents, issues and profits thereof during her life, for her sole and separate use, benefit and disposal, exclusive of him the said 7. A. in such manner as herein after is for that purpose mentioned and expressed: Now this Indenture witnesseth, that the faid J. A. in pursuance and performance of the faid recited agreement, and in confideration of her the said s. his wife having joined in the faid fine, and barred herfelf of fuch right and title of dower in and to the faid mortgaged premisses as aforesaid, and also in consideration of the sum of 5 s. of lawful money to him in band paid by the faid H. S. and E. St. 7. at, &c. the executing hereof, the receipt. whereof is by him hereby acknowledged, Hath demised, granted, leafed and to farm letten, and by these presents Doth demise, Ge. unto the faid H. S. and E. St. 7. their executors, administrators and assigns, All that the herein before mentioned mellinage, &c. which in and by the faid recited will were by him the faid W. B. given and devised to the faid S. A during her life as aforefaid, and withe same premisses are now in the occupation of the faid T. B. or his undertenants, together with all and fingular out-houses, &c. To have and to bold-the faid messuage, &c. herein before mentioned and intended to be hereby demised, with their appurtenances, unto the said H. S. and E. St. J. their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the full term of 99 years from thence next enfuing, if the the faid S. A. shall so long live, and fully to be compleat and ended; Tielding and paying therefore yearly and every year, during the continuance of the faid term, unto the said J. A the rent of one pepper corn only on Michaelmas-Day, yearly, if the same shall be lawfully demanded; Nevertbeless to, for and upon the trust, intents and purposes herein after mentioned, expressed and declared of and concerning the same, that is to say, Upon this special Truft, that they the faid troftees, the faid H S. and E. St. J. or the furvivor of them, his executors, administrators or assigns, shall and do either pay to, or else permit and suffer the said S. A. or her assigns (the same to be at her election) to receive all the clear yearly rents, issues and profits of the faid hereby demised messuage, &c the same to go and be to and for the fole, separate, personal and peculiar use, benefit and disposal of her the said S. A. and her assigns, during her life, and not to be paid to the said J. A. her husband, or as he shall appoint, but to be paid to the proper hands of her the said S. or to such person of persons as she (by any note or writing to be by her signed with her name of her own proper hand-writing, notwithstanding her present coverture, and as if the were a feme fole) shall from time to time direct or appoint, and that the same, or any part thereof, shall not from henceforth in any wife be subject or liable to the disposal, intermeddling, controul, engagements, debts or incumbrances of him the faid J. A her hufband, and that the receipts of her the faid S. A figned by her proper hand, (notwithstanding her present coverture) or of such person or persons so by her appointed to receive the same as aforesaid, shall from sime to time and at all times, be good and fufficient discharges, as well to the said trustees, their executors and assigns, as also to all and every the tenants of the faid premisses who are or shall be liable to pay the same, or any part thereof, for so much as shall be by her or them thereby acknow. - ledged

Edged to be so received from them or any of them. Provided always. hat from and immediately after the death of the faid S A. (all arreurs frees at her death having been to her or her assigns paid off and diswged) then the faid term of 99 years shall cease, determine and be dy wid; any thing to the contrary thereof notwithstanding. Is w/s, &c.

k from the Master, Brothers and Sisters of the Hospital of St. Kathe rine near the Tower.

- Between W. F. esq; master of the hospital or free chapel of St. berine near the Tower of London, and the brothers and listers of the hospital, of the one part, and M. P. of, &c. of the other part, messes, that the said master, brothers and sisters, As evel for and in Confideraderation of the furrender of a former leafe, of the premisses here- tions. after leafed, bearing date on or about the 22d day of. Se. As also to Surrender tand in consideration of the sum, &c. to them the said master, bro- of old leafe. s and fifters, in hand, &c. As likewise for and in consideration of 2. Money tadvancement of the rent and coverants herein after mentioned and puidresed, and also for divers, &c. moving with one assent, free will 3. Rent, and consent, Have leased, &c. and by these presents for them and their sections, Do leafe, Uc. To have, &c. Tielding and paying therefore uly, Etc. to the faid malter, brothers and fifters, their fuccessors and ps, or to their receiver, ---!. of, &c. at, &c.

Leafe of a House in London from two Persons, to one for 21 Tears, determinable at the End of the first so or 14 Years.

HIS Indenture, &c. Between A. and B. of, Gr. of the one part, and C. of the other part, Witneffeth, that As well for and Confidence consideration of the sum of go !. of, &c. to them the faid A. and B. tions (via.) fone of them in hand well and truly paid by the faid C. at or before e executing of these presents, as and for a fine for the leafe hereby A fine. we of the herein after demised premisses, the ie eipt of which said 50 % and A. and B. do hereby respectively acknowledge, and thereof, s. As also in consideration that the said C, hath before the executing Surrender of seof lurrendered unto them a former leafe dated ----- and made a former leafe them the faid A. and B. to the said C, of the said hereby leased to be cancel-— years to be cancelled, As likewife in confideration led of the great costs and charges which he the faid C. hath been at and ex-

altering and amending. Rent and covenants.

Leafe. Parcels,

A liberty of a watercourfe. The like for a way,

Use of goots.

Exception to fee Lord Mayor's flow, U.c.

Fid. provilo to this purpole, infra under Tit. Provile.

....

sended in and about altering, repairing and amending, of the raciliage or tenement and promisses besein after demised, As also in consideration of the rents, covenants, conditions and agreements, hencin after toferred and contained on the part and behalf of the faid C. his executors, administrators and affigns, to be paid, done and performed, They, the faid A, and B. Have, and each of them Hath demised, granted, lested, and to farm letten, and by these presents Do, and each of them Doth demise, &c. unto the said C. his executors, administrators and assigns, All that brick messuage or tenement situate, &c. in London, commonly called or known by the name or fign of the Black Swan, and as the same now is in the tenure or occupation of the said C. or his assigns, Together with free liberty for the said C. his executors, administrators and assigns, to enjoy and continue the watercourse already made from the premisses into the street there, and to amend and cleanse the same from time to time during the term hereunder granted, And together also with the free use, benefit, way and passage, in, by, through and from, Ge. Together with all out houses, edificas, buildings, thede yards, cellars, vaules, solars, shops, rooms, chambers, ways, pal lages, lights, easements, watercourses, profits, commodities and appurtenances whatfoever, to the faid demifed melluage or tenement and premiffes belonging or in any wife appertaining, or therewith used, occupied, and as the same now is in the tenure or occupation of the said C. his undertenants or assigns, Together with the free use and wear of all and fingular the goods, furniture, ptenfils, and implements of houshold and other things belonging to the faid A. and B. and which are now freeding and being in, about, or belonging to the faid hereby demised mellinge or tenement, and the out-houses and premises thereto belonging and which are particularly mentioned and let forth in a schedule or inventory hereunder written; except and always referved unto the faid A. and B. their executors, administrators and assigns, liberty for them and such other persons as they or either of them shall appoint, (not exceeding in number four persons) to stand in the balcony belonging to the said hereby demifed messuage, and to see the shows and passimes that shall be or appear in the streets near thereunto, upon the day commonly called Lord Mayor's day, and on such other eminent or festival days, whereon any shows or pastimes or other publick matters shall appear to be exhibited, and liberty to pals and repals to and from the faid balcony for the purpose aforesaid, by and through the said hereby demised messuage or tenement, from time to time, and at all times during the faid term hereunder granted; To bave and to hold the faid messuage or tenement, liberty, and all and fingular other the premiffes herein before mentioned, and intended to be hereby demised, with their and every of their appartenances (except as before excepted) unto the faid C. his executors, administrators and assigns, from the feast day of the Annunciation of the Bieffell Virgin Mary now last past before the date hereof, for and during and unto the full end and term of 21 years from thence next enfuing; nevertheless determinable at the end of the first to or 14 years thereof, in such manner as in the last provide herein after contained is for that purpose mentioned and expressed, and fully to be compleat and ended. the usual Community as in the procedents before.)

be Covenant for delivering up the Premisses at the End of a Term, where the Use of Goods is let, this may be added.

- Together with all and fingular the goods, utenfils and things ioned and expressed in the schodule or inventory to these presents ed, in as good case and condition as the fame now are (reasonable nd wearing thereof in the mena time, and calualty of fire as aforesaly excepted) together also with all other glass and glass windows, mote, doors, locks and keys, bolts, bars, shelves, wainfeot parnand other things, which now are or at any time hereafter during domife thall be fitted, fixed, faltened or united to the faid leafed siles, or any part thereof, and not removeable by the cultom of the of London, and that without doing, making or committing any , fpeil on defecing in on about the fame or any part thereof.

Or this.

Togesther with all such wainfoot partitions, hearths, mantlen, changey pieces, flabs, fash windows, casements, shutters, doors, bolts, as are now belonging and fixed to the freehold of the faid y demised premisses, and the property of the said A. and that in mod plight and condition as the same now are (reasonable use and thereof in the mean time only excepted).

ms of a Piero of Ground in London, and Houses thereon builty with Special Covenants.

FIS Indenture, &c. Between the most noble J. duke and earl of B. marquis or T. lord R. baron R. of T. and baron H. of the one part, and A. C. of the parish of, &c. of the other part, that as well for and in confideration of the great expence and Confideraes he the faid A. C. will hereafter be at in the repairs of the pre-tion. herein after demised, as of the rents, covenants, conditions and Expences of therein after made and contained on the part and behalf of the tenant in repairs. thid A. C. his executors, administrators and assigns, All that piece Frech of ground firume; Gr. together with two tenements thereoff erected.

erected, now or late in the tenure of, &c. abutting East on a tenement

Leffee covesants to lay out 135 /. in repairs.

in the occupation of, &c. and Well on a tenement in the occupation of Uc. and contains in front towards the North on the said street, 22 feet and 6 inches of affize or thereabouts, and in depth from North to South on the East side 37 feet of astize or thereabouts, but on the West side 34 feet and 6 inches of affize or thereabouts, and confilts of fuch other and more particular dimensions and descriptions as are most exactly delineated and described in a plan or ground-plot of the premisses in the margin hereof, together with all rooms, chambers, closets, cellars, folars, areas, lights, ways, passages, easements, profits, commodities and appurtenances whatfoever, to the faid two tenements belonging we in any wife appertaining, Except nevertheless, and always referred out of this present grant and demise, the free passage and running of water and foil coming off and from the other houses and tenements of his grace the duke of B. and his other tenants in the faid parish of S. G. in by and through the channels and drains belonging to the faid demised premisses, as hath been formerly used, such other tenant or tenants upon reasonable request paying his or their share and proportion of the charges of cleasing and repairing the same as often as need shall require; To have and to hold the faid piece or parcel of ground, with the two melsuages or tenements thereon erected, and every parcel thereof, with all and fingular the premisses hereby demised, with the appurtenances, from the feast of, &c. which will be in the year of our Lord. for and during, Uc. Tielding and paying therefore yearly and every year after the commencement of and during the term hereby granted, unto the faid duke or his heirs, at or in the Reward's office, situate in B. house on the North side of B. square, the yearly rent or sum of eleven pounds of, &c. at, &c. (usual feasts) except the last quarter of a year's rent; the first payment, Ge. and the rent which will become due for the last quarter of a year of the term hereby granted, it is hereby agreed. the same shall be paid at or upon the feast of ----- which will be in the year of our Lord - And the faid A. C. doth, for himself, his executors, administrators and assigns, covenant and promise to and with the faid duke, his heirs and affigns, and to and with every of them, by these presents, in manner and form following, that is to say, that he the faid A. C. his executors, administrators or assigns, shall and will, within twelve months after the commencement of the term hereby granted, lay out and expend the full fum of 135 1. of his or their own proper money in the necessary repairs of the premisses hereby demised, according to an estimate thereof delivered to the said A. C. and make the same appear by workmen's bills under their hands; and if the faid sum is not laid out within one year as aforesaid, then that such a part thereof as is not laid out shall be paid to the said duke, his heirs or assigns; or if the repairs, when done according to the said estimate, shall not amount to the faid fum of 135 /. that then such a part thereof as shall not be expended shall be likewise paid to the said duke, his heirs or assigns. And also, that he the said A. C. his, &c. shall and will, after the commencement and during the term hereby granted, well, &c. unto, &c. the faid yearly rent or sum of II l. at the times and place and in masner and proportions herein before limited for payment thereof. And likewise that he the said A. C. his executors, administrators or assigns, shall and will at all times, after the commencement and during the continuance

To pay the

mace of the termhereby granted, bear, pay and discharge all rates, s, duties and afferiments of what nature or kind foever, imposed or ed, or which shall be imposed or charged on the faid demised pres, or any part thereof, or upon the landlord for the time being, on un thereof, or of the faid rent referved for the fame, it being the sistent and meaning of these presents, and of the parties hereto, the faid duke, his heirs or attigns, shall have and receive the said by rent or furn of 11 l. free and clear of and from all manner of clions or abatements of what kind soever. And further also that And remain ke faid A. C. his executors, administrators and assigns, shall and and keep in at all times after the commencement and during, the term hereby repair. ed, when and as often as need shall require, well and sufficiently , uphold, support, maintain, amend, pave, scour, cleanse, empkeep the faid demised premisses, and all the brick walls and sences d belonging to the fame, and the pavements in the street before all from of the faid premisses, and all other the walls, posts, pales, grates, privies, finks, sewers, wydraughts, drains and houses of belonging, or which shall belong to the said demised premisses, y, and with all manner of needful and necessary reparations, cleansed amendments what soever; And also shall and, during the faid And pay pare as often as need shall require, bear, pay and allow a reasonable towards reand proportion for or towards the making, supporting, repairing pairing mending of all party-walls, party gutters and drains, belonging or Party-walls, hall belong to the faid demised premisses, or any part thereof, And in good repair thereof, with the appurters fhall deliver up at the being in all things well and fufficiently repaired, supported, deliver up at d, maintained, amended, paved, scoured, cleased, emptied and the end of together with all the doors, wainfcot, locks, keys, bolts, bars, the term. s, hinges, hearths, chimney-pieces, foot-paces and slabs, covings, ed windows, sashed windows, window-sashes, window shutters, ments, partitions, pumps, pipes, posts, pales and rails, which at time, during the last seven years of the term hereby granted, shall my ways fixed or any ways fallened to, or let up in or upon the faid led premisses, or any part thereof, or belonging to the same, shall will, at the end, expiration, or other sooner determination of the term hereby granted, peaceably and quietly furrender and yield up the faid duke of B. his heirs or assigns. And moreover, that it View. Land may be lawful to and for the said duke of B. his heirs and and to and for his and their stewards, surveyors and workmen, to every year, or oftner, at meet and convenient times in the dayto enter and come into and upon the hereby leased premisses, to fearch, and fee the defects and wants of reparations in and about time, and of the defects and wants of reparations there found, to ser leave notice or warning in writing, in or at the faid demised preis for the amendment thereof; And that he the faid A. C. his exe-amendment. , administrators or assigns, shall and will, within three months Rafter every fuch notice or warning shall be so given or left, well and ciently repair and amend the same; And in default thereof, it shall On tenant's may be lawful to and for the faid duke, his heirs or assigns, to order default, lefemploy such workmen as he or they shall think fit to do the same re- for may re-18; And that he the faid A. C. his executors, administrators and af-

figns, pay him.

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The tenant not to affign his leafe, Ge-without licence.

Proviso in case of rent behind;

or fuffering feroral trades (

to re-enter. Peaceable enjoyment.

figus, shall and will upon demand repay unto the said duke, his he or affigue, all and every fuch fum and fums of money, as he or t shall have expended and paid, in, for, or about the fame; And in of neglect or refutal of such repayment it shall and may be lawful to for the faid duke, his heirs or alligns, to recover the fame by diffrefs on premisses, as in case of rent or arrears of rent due, or by any other ful method; And also that he the said A. C. his executors, admini tors or affigns, shall not nor will, at any time before or after the co mencement, and during the term hereby granted, affign or fet over indenture of leafe, or grant a leafe of the premiffes hereby demifed any part thereof, without a licence from the faid duke, his herrs of figns, in writing for that purpose, under his or their, or some or on their hands first had and obtained, nor shall at any time, during the hereby granted, do or wittingly or willingly fuffer any act or thing the done in or upon the faid demised premisses, which may be or grow the annoyance grievance, damage or disturbance of the fuid duke, Beirs or assigns, or of his or their other tenants in the said parish of G. Provided always, that if the faid yearly rent of 11 l. shall happed be behind and unpaid, in part or in all, by the space of 14 days nex ter any of the faid feafts or days of payment, whereon the same ough be paid as aforefaid, or in case the rent which will become due for last quarter of a year of the term hereby granted, be not paid at or a the feast of the Annunciation of the bleffed virgin Mary, which wil in the year of our Lord 1761, or on non-performance of all or at the covenants, conditions and agreements, which on the part and be of the faid A C his executors, administrators of affigus, are or ough be done and performed; Or in case the said A. C. his executors, ad miltrators or affignes, shall permit or fuffer any person or persons to it bit or dwell in or upon the faid demiled premisses, or any part the who shall therein use or follow the trades of a butcher, poulterer, monger or farrier, without a licence from the faid duke, his heirs of figns, for that purpose first had and obtained; that then and from the forth, in all, any or either of the cales aforefaid, it shall and may lawful to and for the faid duke, his heirs or affigns, into and upon faid demiled premiffes, and every part thereof, in the name of the wil to re-enter, and the same to have again, repossels and enjoy, as if leafe had never been made; any thing herein before contained to contrary thereof in any wife not withstanding. And the said duke of doth hereby for himself, &c. covenant, &c. that he the said A. C. executors, administrators and assigns, by and under the due paymen the faid yearly rent and performance of the covenants, conditions agreements herein before contained, and on the part and behalf of said A. C. his executors, administrators and affigus, to be paid, and performed, shall and may peaceably and quietly have, hold, occupy, possels and enjoy the faid piece of ground, two messuages tenements, and all and fingular the premifies hereby demifed, with appurtenances, except before excepted, for and during all the faid of of 21 years hereby granted, without the let, Ge. In Witness, &c.

Leefe made by two Infants and their Guardian, pursuant to a Doare in Chancery of Meffuages, &c. built by the Leffee's Hufband, for 61

PHIS Indenture, Gr. Between M. D. of, Gr. widow and relict Parties. of J. D. late of, &c. esq; deceased, and J. D and E. D. in Recitals, viz. s, fon and daughter of the said M. D by the said J. D. deceased, Guardianship, the one part, and J. B. of, Ge. widow and executrix of the last that faid infants and testament of J. B. her husband, late of _____ gent. de- are seised in see fed, of the other part. Whereas the said M. D. is guardian of the .as tenanta in infants J D. and E. D. And whereas the said infants J. D and E. common. have seised in see-simple to them and their heirs as tenants in comby of the medicages and tenements, with the appurtenances herein k mentioned: And whereas the two melluages and tenements herein. That premiffes weensioned, have been erected and built at the proper colls and have been built ages of the said J. B. in his life time: And whereas by virtue of a by lesses's husting order made in the court of chancery the, &c in a cause where-band. taid J. B. was plaintiff, and the said M. D. J. D. (party to presents) and E. D. are desendants, it was (among other things) red and decreed, that one of the masters of the said high court of The decree in seery should examine, whether it would not be for the benefit of chancery. infants, that the faid two melfuages (among other things) should based out for the term of 61 years, in manner herein after menmed; Which faid mafter having by his report, bearing date, &c. The mafter's tog other things) certified, that it would be for the benefit of the report thereon. Finfants, that the fuid messuages (among other things) should be out as aforesaid, Whereupon by another decretal order made in lame cause, bearing date, &c. it was ordered and decreed, that the Eleafe should be made, and that it should be referred to the master to the same done, according to the direction of the same order, and the infants should be made parties thereunto, and should confirm kame when they should come of age, and that the same M. D. for she shall do in pursuance thereof should be indemnified, as by the decretal orders, and other proceedings in the aid cause, relation thereunto had, more fully may appear: Now this Indenture wit. Deed begins. that in pursuance of and in obedience to the said recited de- Consideration. order, and in confideration of the yearly rent, covenants, conand agreements herein after referved, mentioned and contained the part and behalf of the said J B. her executors, administrators to be paid, done and performed unto the said J. D. (party, and E. D. Have, and each of them Hath leafed, fet, and to form house, and by, &c. Do, and each of them Dath leafe, &c unto the Parcels. It J. B. All, &c. To have and to hold the faid two messinges, &c. Habendum. the faid 7. B. her executors, administrators and assigns, from the half-day of ____ now last past, for and during, and unto the full metand terms of 61 years from thence next enfuing, and fully to be YOL V. complete

Order on master's report,

Roddendum.

complete and ended; Tielding and paying therefore yearly and every year, unto the faid J. D. (party, &c.) and E. D. their heirs and altigns, the yearly rent or fum of 41. of, &c. at the four most usual feasts or days of payment in the year, viz. (Usual Covenants). In Witness, &c.

In pursuance of a Proviso in a Deed.

Leafe by baron and feme of fenny land,

Pigott 299. Power.

Confiderations.

> HIS Indenture, &c. Between the right honourable R. lady R. one of the daughters and coheirs of the right honourable T. late earl of S deceased, and relied of the right honourable W. late lord R. deceased, of the one part, and E. M. of, G_c . of the other part, Witnesseth, that in pursuance of a certain proviso contained in one indenture sextipartite of release, bearing date the 21st day of May in the seventh year of his late majesty king William the Third, annog; Domini 1695, And by virtue of the powers to the faid R. lady R. therein referved and contained, and of all and every the power and powers enabling her thereunto; And for and in consideration of the sum of 27 1. of, &c. to her the faid R. lady R. in hand paid by the faid E. M. at, Gr. And also for and in confideration of the rents and covernants herein after referved and contained on the tenant or leffee's part and behalf to be paid, done and performed, and for divers, &c. She the faid R. lady R. Hath leased, set, and to farm letten, and by, &c. Doth, Gr. unto, Gr. All, Gr. To bold, &c. Tielding and i therefore yearly and every year, during the faid term, unto the faid R. lady R. her heirs and affigns, or such other person or persons, as shall be intitled to the immediate reversion or remainder of the said premisses, after the decease of the said R. lady R. the yearly rent or fum of, &c.

From a Tenant for Life, pursuant to a Power reserved in his Marriage.

Settlement for 21 Tears, to commence at his Death; and for a Term,

of 500 Tears of several Lands comprised in the Settlement, for securing several Sums of Money as a Portion given with his Daughter in Marriage, subject to Redimption.

Pigott 301.

HIS Indenture made, &c. Between R. S. of, &c. of the one part, and F. S. of, &c. of the other part. Whereas by indenture triportite of settlement, bearing date, &c. and made between E. S. esq; deceased, lare father of the said R. S. and the said R. S. party to these presents, of the sirst part, Sir H. B. of, &c. Sir J. S. and R. S. of W. &c. esq; of the second part, and T. E. since deceased, and M. A. E. now the wife of the said R. S. party to these presents, the

the third part, in confideration of a marriage then thortly after to be had and solemnized between the said R. S. party, &c. and M. A. his wife, and for other confiderations therein mentioned, divers uses, estates and interests were limited and declared of and in the manors, &c. (among ft other lands and hereditaments in the faid indenture mentioned. in which faid indenture there is contained, among other things, a provibor power in words, or to the effect following); wie. Provided, &c. (Proviso or power to make this deed) as in and by the said indenture of lettlement more at large may appear: And whereas the faid R. S. bath bring both iffue male and female by the faid M. A. his wife: And whereas the herein after mentioned manor of B. C. with the appurtesuaces, and all other the manors, meffuages, &c. of him the faid R. & in B. C. Us. herein after also mentioned, are part of the premisses, which by the faid indenture of fettlement are limited to the issue male of the faid R. S. and M. A. his wife, which after the estate for life of the faid R. S. of and in the same, will by virtue of the said settlement deskend and come unto fuch iffue male; and all other the estates created by the faid fettlement, (which are prior to or expectant on the estate for the of the said R. S. of and in the same) being determined: And whereas the faid R. S. hath agreed to marry F. his daughter to S. S. of, Vc. esq; and is to give with her for her portion the sum of 5000 l. which he hath taken up and borrowed of the said E. S. And whereas for securing the said sum of 5000 s. so borrowed as aforesaid, he the and R. S. in and by his bond or writing obligatory, bearing equal date krewith, is become bound unto the said E. S. his heirs, &c. in the pemi fum of 1000 L conditioned for the payment of 5250 L in manner belowing; that is to fay, 125 l. part thereof, &c. And whereas, for the better securing the said sum of 5250 l. he the said R. S. hath agreed, that 2000/. part thereof, shall be charged on the premisses berein after mentioned, by virtue of the power herein before expressed, and 3000 l. residue of the said sum of 5000 l. on other lands, tenements and hereditaments herein after mentioned, and herein after intended to be charged with the payment thereof: Now this Indenture witnesseth, that for the better securing the payment of 2000 l. part of the faid sum of 5000 l. so borrowed upon the bond of the said E. S. aforefaid, and for raising the same, in case it shall not be repaid in the life-time of the said R. S. he the said R. S. as well by virtue of the said power contained in the faid recited indenture of settlement, and of all edevery, or any other power or powers or authorities whatfoever, to in the faid R. S. in this behalf belonging, or in any wife appertaining, demised, granted, bargained, sold, leafed, let, and to farm letto, and by these presents Doth demise, &c. unto the said E. S. his executors and administrators, all that the manor of B. C. &c. (within be power) and all that estate, &c. To bave and to bold the said manors, nestuages, &c. and all and singular other the premisses hereby granted and leased, or mentioned, &c. unto the said E. S. his executors, adsimilariors and affigns, from and immediately after the decease of the R. S. for and during, and unto the full end and term of 21 years from thence next enfuing, and fully to be complete and ended, without impeachment of waste: And this Indenture further evitnesseth, that for further and better fecuring the payment of the faid fum of 5000 L borrowed upon the said recited bond as aforesaid, he the said R. S. Heb demised, Gr. and by these presents Doth demise, Gr. unto the

faid E. S. his executors and administrators, all that, &c. To bave and to hold the faid manors, &c. lands, tenements, hereditaments, and all, &c. unto the faid E. S. his executors, administrators and affigns, from the date of these presents, for and during, and unto the full end and term of 500 years from thence next enfuing, and fully to be compleat and ended, without impeachment of waste; Tielding and Paying therefore yearly and every year, during the faid term hereby granted, the rent of one pupper-corn, on the feast-day of ---- if the same shall be lawfully demanded; subject nevertheless unto and under the proviso, covenant, condition or agreement therein after mentioned; Provided, Uc. (A proviso to re-convey the premisses on payment of the mortgagemoney) And, &c. (Covenant for R. S. to pay the money, that he has good right to grant, and that if no default be made in payment of the faid Sums, the lesses shall peaceably enjoy free from incumbrances, and that the leffor, &c will make further affurances. See tit. Covenants.) In Witness, &c.

A Leafe for Years determinable on three Lives, according to a Power referved for making Leafes, in a Settlement drawn by Mr. Serjeant H. and adjudged good both in Chancery and at Common Law.

NHIS Indenture, made, Gc. Between Sir W. C. of, Gc. kat. of the one part, and W. B. of - aforefaid, esq; of the other part, Witneffeth, that the faid Sir W. C. for and in confideration of the rents hereafter in and by thefe prefents mentioned and expressed to be referved, and for divers other good causes and considerations him thereunto moving, According to the power to him given in and by one indenture quinquepartite, made or mentioned to be made between the right honourable W. earl of C. viscount C. of U. baron of H. M. and one of the lords of his majesty's privy council, of the first part, the said Sir W. C. of the second part, G. C. of, &c. esq; and M. C. (eldest daughter of the said G. C.) of the third part, Sir R. M. of, &c. knt. of the honourable order of the bath, R. C. of, Ge. efq; Sir J. B. of, Ge. knt. and G. W. of, &c. efq; of the fourth part, and Sir A. C. of, &c. kor. H. W of, &c. efq and Sir J. H. of, &c. bart. of the fifth part, bearing date on or about the 27th day of March in the year of our Lord-And by virtue thereof, and of all and every other power and powers. and authority, which to him the said Sir W. C. doth or may in any wife appertain, being actually feifed and possessed of the capital message or manor house, (other meffunges, lunds, &c.) herein after mentioned, he the said Sir W. C. (by this present indenture, under his hand and feal, testified by three credible witnesses) Doth demise, lease and grant, and by these presents Hath demised, &c. unto the said W. B. All that capital messuage, &c. All which said demised messuages, &c. are situate, lying, &c. and are in the aforefaid recited indemnire quinquepartite particularly described, or are reputed to be parcel of the said maner of W. And all those closes, Gr. in the said indenture quinqueparties, limited unto the faid G. N. Sir J. H. Sir R. A. and R. G. for the term

of 99 years, upon trust for the maintenance of the faid M. C. To have Habendum, for and to bold the faid melluages, &c. with their and every of their appur. 200 years, if trainces, and every part and parcel thereof, unto the faid W. B. his three lives to executors, administrators and assigns, from the making of this present long live. leafe, unto the full end and term of .200 years, from thenceforth to be complex and ended, if dame M. C. (wife of the faid Sir W. C.) or G. L. (son of T. E. of,) or T. W. (son of the right honourable Sir N. W. lord keeper of the great seal of, &c.) or any of them, shall so long live: Tielding and Paying therefore yearly and every year, during the faid Reddendum. term, unto the faid Sir W. C. and to fuch person or persons to whom the immediate remainder of the same premisses, according to the uses and estates limited of the same, by the before mentioned indensure quinquepartite shall for the time being belong or appertain, the yearly rent or him of 700% of, &c. the said yearly rent to be paid at the two most tealts, &c. (With all usual covenants, &c.)

A Leafe for 99 Years of a Jointure Etlate, in Trust for the Jointress, if foe so long lieves.

HIS Indenture, made, &c. Between A. and B. his wife, of the one part, and C. and D. of the other part. Whereas the faid B. before her intermarriage with the said A. being seised of the messuage, Uc. herein after mentioned, for the term of her natural life for her liointure, by virtue of a lettlement heretofore made thereof to her by E. late of, &c. her former busband, deceased, it was, previous to the marriage lately had between them the faid A. and B. his wife, agreed by and between them, that the renu and profits of the said messuage, Be should not with sanding the thin coverture, be disposed of by her the faid B. to and for such uses, intents and purposes, as she, by any writing to be by her fealed and delivered in the presence of three or more wisnesses, should direct or appoint, and that the said A. should not intermeddle therewith, nor should the same be subject to his conwood, debts or incumbrance : Now this Indenture Witnesseth, that in performance of the faid agreement, and in confideration of the faid marriage had, and of a confiderable portion which he the faid A. hath had and received with her the faid B, and to the intent aforefaid, and also in special eration of 5 s. Sc. and for divers other good caples and raluable confiderations them thereunto especially moving, They the said A and B. have demised, bargained and fold, and by, &c. unto the faid C. B. All that messnage, &c. and the reversion, &c. (The same parcels as in the first busband's settlement) To bold, &c. unto the faid C. D. their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the time and term and unto the full end and term of 99 years, from thence next enfuing, and fully to be compleat and ended, if she the said B. wife of the said A. shall so long live; Nevertheless upon the trusts, and to and for the inwas and purposes herein after mentioned and expressed, viz. Upon this **Special** foscial Trus, that they the said C. and D. and the survivor of them, his executors, administrators and assigns, shall and do at all times from henceforth, during the continuance of the said term, well and truly pay and dispose of all the clear yearly rents, issues and profits of the said hereby demised premisses, unto the separate hands of her the said B. the wife of the said A. or to such person or persons, Sc. (as wind).

Leafe of a Mill, with a Collateral Security for Payment of the Rent from the Tenant to the Landlord.

-Witnesseth, That the said J. R. (in consideration of the rent and covenants herein after referved and contained, to be paid and performed by the said J. T. Hath, and by these presents Doth lease, set and to farm let onto the said J. T. All that water-mill, with its appurtenances, fituate, &c. To have and to bold the faid water-mill and premiffes, with its appurtenances, unto the faid J. T. &c. from, &c. for and during the full term of one year and three quarters of a year from thence next enfuing; Tielding and paying therefore unto the faid J R. his, &c. for the first year of the said term, the rent or sum of 40% of, Ge. on the four usual quarter days following, viz. On Christmas-day, Lady-day, Midsummer day, and Michaelmos-day, by four equal proportions; the first of which last quarterly payments to be made on Christmas-day 17-: And the said J. T for himself, his executors and administrators, doth hereby covenant and agree to and with the said J. R. his executors and administrators, in manner as follows, viz That he the faid J. T. his executors, administrators or assigns, shall and will well and truly pay or cause to be paid unto the said 7. R. his executors or affigns, the said several rents of 40% and 30% on the said several quarter days herein before mentioned and appointed for payment of the fame, according to the several refervations thereof as aforefaid, and the true intent of these presents; And also, that he the said 7. This executors, administrators or affigns, on the expiration or other sooner determination of the lease hereby made shall and will peaceably and quietly leave, surrender and deliver up unto the said J. R. his executors and affigus, the faid hereby leafed water-mill, and other the premisses, with their appurtenances, in good and sufficiently tenantable repair: And whereas the faid 7. B. in right of E. his now wife, is intitled, during the joint lives of him and his faid wife, to the interest of the principal sum of 1000 l. at the rate of 5 l. per cent. per ann. which now stands secured to G. S. of, &c. (a trustee for the faid E. T. by virtue of a certain mortgage long fince made from J. W. doctor in physick, and E, his wife, (both since deceased) of a messuage or tenement, and several lands and hereditaments, situate, &c. And whereas, previous to the making of the above mentioned leafe of the faid water-mill and premisses to the said J. T and for better securing payment unto the said J. R. of the several above reserved rents, He the said J B. (being now justly indebted to the laid J. T. in a confiderable sum of money)

flath, at his request, agreed to assign unto the said J. R. the interest of the faid som of 1000 L. payable unto the said J. during the joint lives of him and the faid E. his wife as aforesaid, together with all arrears hereof, in sach manner and subject as herein after is mentioned: Now this Indenture further witnesseth, that the said J. B. (in pursuance of is hid recised agreement, and in confideration of the fum of 5 s. to dim paid by the said J R. the receipt whereof is by him hereby achowledged) Hath, and by these preferrs he the said J. B (at the spebulinfrance and requelt, and for and on the proper account of the faid 7. 7. tellified by his executing of the presents) Doth bargain, sell, and Affigument. tign, transfer and set over unto the said J R. the interest of the said pacipal sum of 1000 l. so payable to the said J. B. during the joint Premisses. hes of him and the said E. his wife as aforesaid, together with all mears now due for the same, and all the right, title, benefit and admage, property, claim and demand, whatfoever or howfoever of him the laid J. B. of, in and to the faid hereby assigned monies and premisis; To barne, bold. receive, take and enjoy the said hereby assigned Habendum. sectionges and premisses, to the faid J. T. his executors, administraters and assigns, from henceforth, during the joint lives of the said 7. Land E his wife, as and for his and their own proper monies: subpd nevertheless to the proviso herein after contained for making void the affigument hereby made of the faid monies and premisses; And for Letter of attorthe better and effectual enabling the faid J. R. and his affigns to reco- ney. withe faid hereby assigned monies and premisses, to and for his and their own use and benefit, subject nevertheless to the said proviso herein after contained, he the said J. T. hath, and by these presents doth nominate, constitute and appoint, and in his place and stead depute and pet the said J. R. his executors, and assigns, the true and lawful atwavey and attornies irrevocable, in the name of him the faid 7. T. or wherwife, to alk, demand, fue for, recover and receive of and from the faid G, S, and all other the trustees of her the faid E, and T, T, all merest of the faid principal sum of 1000 l. so secured and payable to ar as aforefuld, together with all arrears thereof and upon receipt of the fame, or any part thereof, to give proper and sufficient acquittances and discharges for the same, and generally to do all and every such other acts and things needful and requifite, as well for the recovery and rectiving of the faid hereby alligned monies and premisses, as also for ging any acquittance or discharge for the same, and that as fully, dictually and absolutely, to all intents and purposes whatsoever, as the faid J. T. could or might do if personally present: And he doth bureby allow, ratify and confirm all and every such legal acts and things, as he the faid J. R. his executors or assigns, should do or cause bedone by virtue of the power hereby given: Subjett nevertheless to Subject, &c. the proviso herein after contained, wiz. Provided always, and it is Proviso to make but by agreed and declared by and between all the parties to these pre- void the collaand alligns, of the monies and premisses, was and is to him and them n made, to the end and intent only for better fecuring payment to him and them of the above referved rents of 40 L and 30 L and that if the hid J. T. his executors, administrators or assigns, shall and do west and traly pay or earlie to be paid unto the faid J. R. his executors or signs, the faid several rents or sum of 40 %, or 30 % on the several quarter-

Covenant not to revoke the power as to assigned premiss.

Default in payment. quarter-days abovementioned for payment of the same according to the refervation thereof as aforefaid, or within - days next after each of the said quarter-days, that then as well the affigument hereby made of the faid monies and premiffes, as also the letter of attorney hereby given for recovery thereof, shall be absolutely void and of none effect; any thing herein contained to the contrary thereof in any wife notwithstanding. And the faid T. T. for himself, his executors and administrators, doth hereby covenant and agree to and with the faid J. R. his executors and affigus, in manner as follows, that he the faid T. during the continuance of the fecurity hereby made, shall not, nor will revoke, release or discharge the power and authority hereby given to the faid J. R. his executors and affigns, for receiving of the faid hereby assigned monies and premisses; And that in case the said J. T. shall make default in payment of the faid feveral rents of 40 l. and 20 l. or any part thereof, by the space of ----- days next after any of the said quarter-days whereon the same ought to be paid as aforesaid, then and in such case it shall and may be lawful to and for the said J. R. bis executors and assigns, to deduct and retain the same out of the said hereby affigned monies and premisses, rendering the overplus to the said 7. T. his executors and assigns: And lastly, in case default shall be made in payment of the faid feveral rents, or any part thereof, in manner as aforesaid, that then and in such case he the said 7. T. shall at any time then after during the continuance of the security hereby made, at the request of the said J. R his executors or assigns, make, do and execute any further act, deed or thing, as well for the corroborating and strengthening of these presents, as also for the further and better assigning of the said hereby assigned monies and premisses unto the said J. R. his executors and assigns, as by his or their counsel shall be reasonably advised or required. In Witness, &c.

Lease of Lead Mines.

HIS Indenture, &c. Between, T. P. of B. in the county of Cornwall, esq; of the one part, and R. P. of, &c. J. J. of, &c. C. J. of, &c. and H. H. of, &c. of the other part, Wunesfelh, that for and in consideration of the rents, reservations, covenants and agreements herein after expressed and contained, on the part of the lesses to be paid, rendered, done and performed, He the said T. P. Hath granted, demissed, set and to farm letten, and by, &c unto the said R. P. & al, their executors, &c. All and all manner of mines, pits and veins of lead, tin ore, copper ore, or other metal or metals, now open and known, or that may be sound out by digging, delving, sinking or otherwise howsever, lying and being in the lands of the said T. P. called or known by the name of B. Park, or by whatsoever other name or names the same is or was called or known within the parish of B. in the county of Cornwall, with said and free liberty and licence to and for the said ('esses), their executors, &c. from time to time, and at all times during

the term herein after mentioned, to work and carry on the same to the land most advantage, and to dig, delve, search, fink, trench and in sad upon the faid lands called B. Park, within the faid parish A and every or any part or parcel thereof, at their wills and pleas, for the fearthing, having and taking up of lead, tin ore, copper or any other metal or metals as shall be there found, and to follow fame according to the law and cultoms of the flannaries, as fully to y respect as he the faid T. P. lawfully might or could do, if these ints had never been made, and the fame to trenched, digged and ad, to take and carry away from time to time, and at all times during nerm by these presents demised, or mentioned or intended so to be, I sufficient ground leave for the laying of all such lead ore, copper or any other ore, metal or metals, as shall or may be there had or night: and also all ways, paths, paffages, waters, water-courses, ms, curs, commodities, emoluments, privileges and appurtenances moverer thereunto belonging, or therewith used and enjoyed; and alsel the effate, right, title and interest of him the said T. P. of, in and he faid mines and premiffes; To bave, bold, ufc, occupy and enjoy. Habendam. and mines, pits and veins of lead, tin ore, copper ore, or other metal metals, with free liberty of digging, trenching, fearching and carrying the same, with all and fingular other the premisses, hereby grantfet or demifed, or meant or intended to to be, with their and every deir rights, members and appurtenances, to the faid (four leffees), rexecutors, administrators and assigns, from henceforth, for and and unto the full end and term of 75 years, from honce next endelivering therefore from time to time, during the faid term, every fixth diffe. th diffe, or one full fixth part of all the ore of lead, or other metal, sich during the faid term shall be got, had, gained or taken from out the faid mines. (2 the time of payment.). Provided always, and it Proviso in case bereby declared and agreed by and between the faid parties to these the work is not thesis, and it is the true intent and meaning hereof, that if the faid carried on, four leffees), or their excutors, administrators or assigns, shall at any ne or times during the faid term refuse, omit or neglect to carry on ed work the faid mines, with such a competent number of workmen as hall be thought proper to work and carry on the fame, and in the best nd most effectual manner, and according to the usual practice and course stearrying on fuch mines with effect, for the space of 30 days together, for the space of 50 days in any four kalendar months of any one year he laid term, (cases of inevitable necessity and unavoidable accidents y excepted); Or if the said (four leffees), their executors, adminif- or the fixth dish lators or assigns, or any of them, at any time or times during the faid delivered, &c. m, do not nor shall deliver or cause to be delivered to the said T. P. beirs or affigns, every fixth dish or the fixth part of all the said ore served to the faid T. P. his heirs and assigns, as aforesaid, according the true intent and meaning of these presents, within the space of 20 by next after the fame ought to 🖣 rendered or delivered as aforethat then and in either of the faid cases, and so often, it shall and my be lawful to and for the faid T. P. his heirs or affigns, into and to re-enter, &c. monthe faid mines and premiffes, or any part thereof, in the name of the whole to re-enter, and thereout and therefrom to expel and amove is faid (lesses), their executors, administrators and assigns, and every

Coverant to deliver the dishes,

and procure fufficient workmen.

Of taking in an adventurer.

Peaceable enjoyment.

of them, their and every of their agents, workmen and servants, and to have and enjoy the same again as in his and their former estate, as fully as if these presents had not been made; and that from thenceforth the term, estate and interest hereby granted or set, or so much thereof, as shall be then to come, shall cease, determine, and be absolutely void to all intents and purpoles whatfoever, these presents, or any thing herein contained to the contrary thereof, in any wife notwithstanding: And the faid (four leffees) for themselves and severally, and for their several and respective heirs, executors, administrators and assigns, and every of them, covenant, grant and agree, to and with the faid T. P. his heirs and affigns, in manner as follows, viz. That they the faid (leffees), or fome of them, or some of their executors, administrators or assigns, or some of them, shall and will, from time to time during the said term, well and truly yield, render, pay and deliver, or cause to be yielded, rendered, paid and delivered unto the faid T. P. his heirs or assigns, the fixth dish, or one full fixth part of all the faid ore reserved to the faid T. P. his heirs and affigns as aforefaid, according to the faid refervation, and according to the true intent and meaning of thefe presents: And further, that they or some of them, their or some of their executors, administrators or assigns, shall and will, from benceforth during the faid term, and at all times, work and carry on, or cause or procure to be worked and carried on, with such a competent number of workmen as shall be thought proper for that purpose, the faid mines hereby demised and let, in an effectual manner, and according to the usual course and practice of carrying on such mines with effeet, and according to the true intent and meaning of these presents ? And it is bereby agreed and declared by and between all the faid parties, and the true intent and meaning of them and of these presents is, that if at any time hereafter, during the faid term, the faid T. P. his heirs or assigns, or any of them, shall be minded and desirous to become an adventurer in the faid work for one full fixteenth part thereof, over and above the faid fixth dish or fixth part thereof, and of such his mind and defire shall give or leave three months notice in writing to and for the faid (leffees), or any of them, their or any of their executors, administrators or affigns, or to any person or persons who shall be employed as clerk or clerks, overfeer or overfeers of the faid work for the time being, or any of them, that then, from and immediately after the expiration of such three months, the said T. P. his heirs or assigns, shall be and become, and shall be admitted an adventurer and partner in the faid mines for one full fixteenth part thereof for the then refidue of the faid term, and shall come in on a clear floor; and shall have, receive and enjoy, one full fixteenth part of all the profits and advantages thereof from thenceforth; he the said T. P. his heirs or alligns, from thenceforth paying one full fixteenth part of all charges and expense of working and carrying on the faid mines; in the like manner th other adventurers and partners therein shall pay their proportions of the fame charges and expences, as qual in such cases: And the said Fe P. for himself, his heirs and assigns, doth covenant, grant and agree, to and with the faid (I-ffees), their executors, administrators and assigns, that he and they paying, rendering, doing and performing all the rent, refervations, covenants and agreements herein contained, on their parts and behalf to be paid, rendered, done and performed, according to the true

success and meaning of these presents, he and they shall and may, and doring all the said term of 15 years, peaceably and quictly hold, use, occupy, work, carry on and enjoy the said mines, adveins of lead, tin ore, copper ore, or other metal or metals, and singular other the premisses hereby demised or set, or meant maded so to be, with their appurtenances, without any let, suit, succreation, molestation, claim or demand whatsoever, of or said T. P. his heirs or assigns or any of them, or any other perpersons lawfully claiming or to claim, from, or under him, them as them. In Witness, &c.,

is of a Copyhold Messuage and Lands given to a Charity from interaction, to a Tenant, &c. with Reservation of Timber, &c.

PHIS Indenture, made, Uc. Between T. B. and S. G. (churchwardens of that part of the parish of St. Giles, Cripplegate, his in the city of London) of the one part, and G. G. of the pa-M D, in the county of Effex, innholder, of the one part, Witnefbut as well for and in confideration of the costs and charges which Baid G. G. will expend and lay out in repairing and amending the hafter demised melluage or tenement, as also for and in conside-Not the yearly rent and covenants herein after referved and contoo the part of the said G.G. his executors, administrators and , to be paid, done and performed, They the faid T B. and S. thenselves and their successors, churchwardens of the said parish 6. C. in the city of London, Have demised, leased, and to farm and by, &c Do, and each of them Doth, &c. unto the said his, &c. All that copyhold or customary messuage or tenement. talled or known by the name or fign of the George, together, &c. ich faid meffuage or tenement, lands and premisses hereby dewie situate, dying and being in D. atoresaid, and as the same win the occupation of him the faid G. G. or his undertenants or tegether with all ways, &c. Except and always referved out of the demise unto the said T. B. and S. G the said present and all ceeding churchwardens of that part of the faid parish of St. ch is in the city of L. All timber and other trees, which time during this demise, shall be standing, growing or the faid hereby leased premisses, or any part thereof, free liberty of lagress, egress and regress at all seafor them the faid present churchwardens and their suctime being, with their workmen, horses, carts or otherthray the same, and also the like liberty for them to enwew the defects and wants of reparations of the faid prefrostener in every year during this demise, and then to give

e notice for the repairs and amendments thereof; To have a hold the faid messuage or tenement, lands, and all and singular other herein before-mentioned and intended to be hereby demifed prem with their and every of their appurtenances (except as herein h excepted) unto the said G. G. his executors, administrators and as from, &c. for and during and unto the full end and term of the v year, and so from year to year until the full term of 14 years the fully compleated and ended therein, commencing from Lady-Det last past; if they the said churchwardens can legally densise the copyhold premisses in such manner and for such term and terms by cultom of the manor, or whereof the same premisses are holden, out forfeiting the same into the hands of the lord of the said manor, without incurring some penalty or forfeiture thereby; Yielding and ing therefore yearly and every year, during the continuance of this mife, unto the faid churchwardens and their fuccessors for the being, In Trust Nevertbeless for the use and benefit of the poor of freedom part of the same parish as shall be legally intitled there The yearly rent or sum of 10 l. of, &c, at two of the usual halffeafts, &c. and the faid G. G. &c. (Covenant to pay the rent.)

A Lease from the Minister, Churchwardens, &c. of a Parish sa Years, wherein a Fine is paid.

- Beseveer R. A. clerk, rector of the parish church of S U. London, J. C. citizen and blacksmith of London, and J. London, merchant, churchwardens of the said parish, of the one and G. E. of, &c. of the other part, Witnesseth, that the said R. C. and J. H. (by order of vestry held in the parish church of S U. aforesaid the 11th day of March instant, made by most of the eipal inhabitants of the faid parish) as well for and in confiderati the sum of, Uc. to them or one of them in hand paid at, Ge. h faid G. E. well and truly paid to and for the use and benefit of the belonging to the said parish, the receipt whereof the said R. A. and J. H. do hereby acknowledge, and thereof, &c. as also for in consideration of the yearly rent, &c. Have demised, &c. All &c. To bave, &c. unto the said G. E. Tielding and paying the yearly and every year during the said term, unto the senior church den of the said parish and his successors for the time being, the rent or sum of 15 l. 4s. of, &c. by two equal payments, &c. in the vestry room in the parish church of St. A. U. aforesaid, free any deduction of or for any manner of taxes or impolitions parliand ry, ordinary or extraordinary, (Covenants.) In Witness, &c.

A Lease from the Trustees of a Charity.

- Between R. A. doctor of divinity and rector of the parish of without B. London, T. R. &c. (surviving acting trustees of and meffuages and herediraments berein after mentioned to be hereby fire preferving to the poor of the same parish of Sr. B. the benefit estain charity heretofore given by V. G. pursuant to trusts created pointed by M. W. and also for preserving to the poor of the said. the benefit of a charity beretofore given by P. W.) of the first W. H. and ——— churchwardens of the faid parish of the second and J. H. citizen and carpenter of London, of the third party this, that for and in consideration of the yearly rent, &c. they the A. A. T. R. Ge. trustees, Ge. Have, Ge. leased, Ge. unto the I H. his, &c. All those, &c. To bave and to bold the faid seveinges, Sc. unto the faid J. H. his, Sc. from, Sc. for and Gc. Tielding and paying therefore yearly and every year during term of 35 years, at the vestry of the church of the said parish 8. the yearly rent or fum of 20 l. of, &c. at, &c. Provided also, his hereby declared and agreed by and between all the parties to pelents, and the true intent and meaning of them and of these ware, that if the said J. H. his executors, administrators or hall pay or cause to be paid to the churchwardens of the said of St. B. without B. for the time being, or to one of them, such nums of money, as, for and in respect of the rest by these preserved, shall from time to time become due by virtue of these all and every such payment and payments to such warden or pridens shall be accepted, admitted and allowed as effectually rge so much rent, payable by virtue of these presents, and the on herein before contained, as shall from time to time have id to fuch churchwarden or churchwardens, as if each and every theyment had been actually made into the proper hands of the persons, who by virtue of the reservation of the rent herein sentained had been by law intitled to or might have claimed to whe same; it being the intent of all the parties to these presents, the rent, which from time to time shall be received by virtue of prefents, shall be by the churchwardens for the time being of the mile of St. B. paid, applied and disposed of in pursuance and Minest, &c.

A Leafe of Tubes.

The grant.

Halindum for three years, if the leffor fo long continue rector. Reddendum the rent.

Reddendum
three loads of
firaw.
Provifo that
this demife
touch not any
interest to
globe land,
mortuaries,
oblations, &c.

Provifo that if there be an avoidance by death, or otherwife, the rent shall be apportioned according to the value of tithes received.

Covenant for payment of the rents.

HIS Indenture, made, &c. Between R. H. clerk, recht Gr. of the one part, and R. C. of, Gr. of the other, Witne that the faid R. E. for divers considerations him hereto moving. granted and demised, and hereby Duth grant and demise unto the R. C. All those the tithes and tenths of corn, grain and hay what so and of lambs, wool, eggs, fruits of trees, hemp and flax, and he yearly ariting coming and growing within the township or parish of aforefaid, and their tithable places thereof, and all his estate, title, interest and demands therein or thereto; To bave and to ! receive, take and enjoy all the tithes aforesaid to the said Roberts executors, administrators and assigns, from the feast day of St. Ma the archangel last past unto the end of the term of three years i thence next enfuing, and fully to be ended (if the faid Richard that long continue rector of the church aforesaid); Tielding and Pa therefore yearly, during the continuance of this demise, unto the R. E. or his affigns, the rent or fum of 40 l. at the fealts of the nunciation of the Bleffed Virgin Mary and St. Michael the archae by equal portions, at or in the now dwelling-house of the faid R. H. aforesaid; and rendering also and delivering yearly to the said, ard or his assigns, at the place aforesaid, two good cart-loads of straw, and one good cart-load of good barley straw on the 2. It de December, during the faid term: Provided that nothing herein cos ed shall extend or to be construed to give to the said Robert, assigns, any interest or right in or to any the glebe land and and nances or homestall of the faid parsonage, or in or to any sums pe by reason of burials in the chancel, the Easter book, mortuaries riots, or in or to any offerings, obligations and ancient composit the profits of the church-yard, or any other dues or profits payable of right demandable by the rector of the church aforefaid for the being, fave only in and to the tithes and tenths above particularly expressly mentioned to be hereby granted: Provided also, that i fuid Richard shall, during this demise, depart this life or resign the parsonage, or the said church become vacant by any other lawful at ance, then he the said Robert, his executors and assigns, shall po or render any other or more rent than what shall be proportional the value of such or so much of the said tithes, as he or they shall received by virtue hereof to the time of fuch avoidance: faid Robert doth hereby for himself, his executors and administration covenant and grant to and with the faid R. E. his executors and affi that he the faid Robert, his executors or assigns, shall and will well a truly pay and render, or cause to be paid and rendered to the said R. his executors or assigns, the said several rents of money and straw manner aforesaid; And the said R. E. doth hereby covenant with faid Robert and his assigns, that he and they shall and may lawfully pie and enjoy the faid tithes hereby granted, and at all times during continuance of this demise, under the covenants, grants and proestforefaid, without the let, denial, demand or incumbrance of him blid Richard, or any other person claiming or to claim by or under : And laftly, it is hereby mutually agreed by and between the faid An agreeis bereunto, that the faid R. E. and his assigns, shall and will bear pay to the said Robert and his assigns, upon his and their request, wiery or half part of all charges of fuit to be expended by the faid or his affigus, in any fuit to be commenced at law or in equity, overy of any tithes hereby granted, so as the said Richard do reagain of the said Robert, or his assigns half the sums of money the said Robert shall recover in such suit, over and above the sin she of such tithes so to be with-held, and so as such suit or suits coccasioned by or through the default, miscarriage or evil demea-If the said Robert, his executors or administrators, or his or their us or assigns, in setting out, collecting or receiving the same tithes, Tinefe, &c.

Covenant for quict enjoyment. ment that the leffor shall pay half law charges, if any be, in recovering the tithes, if not through the leffec's default or misdemeanor.

Anoiber.

HIS Indenture, &c. Between the reverend A. clerk, rector of the parish church of R. in consideration, &c. of the one part, 3 teffees) of the same parish of the other part, Witnesseth, that for in confideration of the yearly rents, covenants, conditions and thems herein after mentioned, referved and contained on the part behalf of the said (3 lesses) their executors, administrators and s, to be paid, performed, fulfilled and kept, and for other good and confiderations him the said A. hereunto moving, He the said Demise. th demised, leased and to farm letten, and by, &c. unto the said (All those tithes and tenths of corn, grain, hay, wool, lamb, Tithes. , and all other tithes, dues and duties whatfoever, and of what e or kind foever, yearly ariting, increating, growing and becomthe, and payable within or out of the township or parish of R. id, and the fields, liberties, precincts and territories thereof, or part thereof, which belong to the faid A. as rector or parson of Use of tithe, and parish of R. Together with the full use and benefit of the great barns and liberties, hovels, situate in the yard or backside of and betties, of. ng to the parsonage house of R. for the putting and lodging their tom, grain and hay therein, and also the free use of the said yard uxfide, to feed and fodder their cattle, hogs and poultry therein, her also with full and free liberty of ingress, egress and regress, then the faid - their executors, administrators and assigns, heir fervants, workmen, horfes, carts and other cartiages, by and through all the usual ways and passages to enter come into and upon the faid barns, hovels, and yard or the, at all times during the continuance of the demise hereby

Exceptions.

hereby made; Except and always referesed out of this present lease unto the faid A. all and all manner of Eafter offerings, mortuaries, christenings, churchings, marriages, burials, and also the tithe of wool, lamb, milk, honey, and all other tithes, dues and duties that are paid and usually reckoned as small tithes in, upon, or of the town, fields, liberties or precincts of Little Manby in the said parish of R. and also except and referved unto the faid A. all the tithe of wood or composition for the same, in and belonging to the said rectory or parsonage, and likewife all and all manner of tithe, that may be had, claimed, or taken for the glebs lands belonging to the faid rectory, and now in the occupation, &c. and all full and free liberty for him the said A. and his alfigns, at least four times in the year, during the continuance of this demile, to come into and upon the faid barns and hovels, or any part thereof, to view and see the conditions and reparations of the same, and to give orders for the thatching, daubing and mortering thereof, when and where wanting; To have and to hold, receive, take and enjoy the faid tithes or tenths of corn, grain, hay, wool, lamb, milk, use of the faid barns, hovels and backfide, and all and fingular other the hereia before mentioned and intended to be hereby demifed tithes and premifies, with their appurtenances, (except as herein before is excepted) unto them the faid -- their executors, administrators and assigns, (in three equal proportions, and without any benefit or advantage of furvivorship to be had or taken by any or either of them, in manner # herein after mentioned) from the feast-day of the annunciation of the bleffed virgin Mary last past, for and during, and unto the full end and term of three years from thence next enfuing, and fully to be complete. and ended, if he the faid A. shall so long live and continue rector of the parish of R. aforefald, Tielding and paying therefore yearly and every year, during the continuance of this demise, unto the said A. or his assigns, at or in the parsonage house aforesaid, the yearly rent or sum of 100 l. of, Ge. at or upon the four most usual feasts or days for payment of rent in the year, vis. the feast days of the nativity of St. John, Baptist, &c by four even and equal portions; the first payment whereof to begin and be made on the feast day of St. John Baptist now next ensuing; And rendering and delivering yearly unto the said A. @ his assigns, at the place aforesaid, (if by him or them so required) three good cart loads of wheat-straw or stubble for thatching on the 21st day of December, during the continuance of the said term; He the said de or his affigns, paying and allowing unto them the faid ---- their executors, administrators and assigns, for the said wheat straw or state ble, and a good and sufficient town bull to be by them provided for the use of the said parish, and to go and pasture with the town herd @ beafts thereof, the fum of four pounds for the whole term, in his manner as herein after is mentioned; And the said (three leffers) is themselves severally, and not jointly, and for their several respective executors, administrators and assigns, and every of them, covening grant and agree to and with the said A. his executors, administrators or affigns, by these presents, in manner as follows, wir. that they the faid ---- fome or one of them, their, some or one of their executors, administrators or assigns, shall and will yearly and every years during the continuance of this demise, well and truly pay, or cause be paid unto the said A. his executors, administrators or assigns, the

Habendum.

Reddendren

Money rent.

Straw rent.

Leffees cove-

to pay and render rents.

my yardy meet or lum of 100% of luch lawful money as aforefaid, upthe four feast days herein before mentioned and appointed for pay-Estimof: and also remder and deliver yearly unto the said. A. or his the way him or them so required, the said three loads of wheat was liable, according to the feveral referentions thereof, in man-🚁 storelaid, and the true intent and meaning of these presents ; ale hall and will from time to time, and at all times, during the Alfo all taxes. insance of this demiso, bear, pay and discharge all and all manner Mcs, levies, rates, duties and affessments whatsoever, that shall be d, charged or chargeable upon, or payable out of, or for or in-reaf the faid hereby demifed tithes and premisses, or any part therewany law or cultions now in force or hereafter to be made, (other indexcept the land tax usually paid by landlords, and which is to by the faid A. or his affigns, or to be allowed by him or them the faid hereby reserved yearly rent of 100%.) and thereof, and befrom every part thereof, shall and will acquit, exonerate and difs, as well the faid A. and his affigues, as also the said hereby depites and premisses; And also that they the faid _____ nor any Not to let er of them, thall not nor will, at any time during the continuance her of them, shall not not will, at any time during the continuance without lef-find term, demise, let, set or assor over the said hereby leased for's confent. pend premisses, or any part thereof, to any person or persons whomwithout the dicence and ponsent of the faid A. or his assigns in guader his or their hand and feal, first had and obtained for that ; And also that they the faid - their executors, admini- To repair. wasd affigus, or some or one of them, at their own proper costs urges, shall and will from time to time, and at all times during minimizer of the term hereby demised, when, where, and as ofn need or occation shall be or require, cause the said two barns and to be well and sufficiently repaired and amended, with thatching, ling, or moftered only, and the same being so well and sufficiently Rd and amended with such thatching, mortering or daubing as id, thall and will (at the end, expiration, or other fooner detersion of this present lease, which shall first happen) peaceably and by leave, furrender, and yield up unto the faid A. or his alligns; No shall and will, at their like costs and charges, during the con- And find a nce of this demise, find and provide a good and sufficient town bull, town bull. pand pasture with the town herd of beasts of the said parish of R. for the use and benefit of all the inhabitants of the faid parish; be faid A. for himself, his executors and administrators, doth herement, grant and agree to and with each of them the faid _____ Ieffor's cove-Percentors, administrators and affigns, in manner as follows, viz. nant for letthe the faid A. (in confideration of fuch straw or stubble to be by enjoyment, - their executors or administrators, yearly delivered, and for alsequired, and of such town bull to be by them so provided for the lowing 41. mile, in manner as aforesaid), shall and will, out of the last yearly the puby referred and payable, allow and pay to them the faid resecutors or administrators, the full fum of four pounds of lawful , to be divided in three equal parts amongst them; and that it and may be lawful to and for them the faid ---- their execuand administrators, to retain and deducts the faid fum of four **is in the proportions** aforefaid out of fuch last yearly rent hereby reaccordingly; dud further, that they the faid _____ their exe-Vol. V.

Power of re-

As to avoidance.

Mutual agreements between lef-fees, as to payment of the rent, &o.

cutors, administrators, and assigns, (paying the said yearly rent of soc and delivering to the said A. or his assigns, the said three loads of whe straw or stubble, in manner and according to the several refervation thereof as aforefaid, and also performing, fulfilling and keeping all a every the covenants, conditions and agreements herein and hereby me tioned and contained on their parts to be paid, done and performed. cording to the true intent and meaning of these presents) shall and m lawfully, peaceably and quietly have, hold, take, receive, occupy, pe fess and enjoy all the said tithes, wie of the said barns, hovels and be fi., and all and fingular other the herein before demised premit with their appurtenances, (except as first above is excepted) for and d ing all the faid term of three years hereby demised, (if he the faid shall so long live and continue rector of the parish of R. aforesaid) out any let, suit, trouble, eviction, hindrance, interruption or difter bance what loever, of or by the faid A. or any other person or person whomfoever, lawfully claiming or to claim, by, from, or under hi or by or with his confent, privity, means or procurement: Proc always, and these presents are upon this condition nevertheless, and is the true intent and meaning of these presents, that if it shall had the faid yearly rent of 1001. herein before referred, shall be behind unpaid, in part or in all, by the space of 30 days next after any or ther of the faid feast days, on which the same ought to be paid as afti faid (being lawfully demanded) or the faid three loads of wheat-ftrad stubble shall not yearly be rendered or delivered (if so required) according ing to the several reservations thereof, in manner as aforesaid; or if s faid ----- any or either of them, their, any or either of their exe tors or administrators, shall at any time or times, during this demi ler, fet, assign or depart with their, any or either of their interest possession of and in the said hereby leased tithes and premisses, part or parcel thereof, to any person or persons whomsoever, with the special licence and consent of the said A. in writing under his he and feal first had and obtained for that purpose; that then, in either of the cases aforesaid, it shall and may be lawful to and for faid A. at any time then afterwards, into and upon the faid hereby mifed premiffes, or any other part thereof, in the name of the who re-enter, and the same, and every part thereof to have again, repel and enjoy, as in his former estate; any thing herein contained to contrary thereof in any wife notwithstanding; Provided also, and it is he by agreed and declared by and between all the parties hereto, that case the faid A shall, during the term hereby demised, depart this or relign the faid rectory or parsonage, or that the same shall becomes cant by any other lawful avoidance, or otherwife, that then in any either of the faid cases, they the said - their executors, adm strators and assigns, shall not pay or be obliged to render any other more rent than what shall be proportionable to the value of such ed much of the faid hereby leafed tithes, as they shall have received by tue of the demise hereby made, to the time of such avoidance as as faid; any thing, &c. And luftly, it is hereby covenanted, conclude upon and mutually agreed and declared by and between them the - for themselves severally and respectively, and for their sever and respective executors and administrators, in manner as follows, ea That as well the faid yearly rent of 100 l. fo referred as aforefaid,

whe said three loads of wheat straw or stubble, rendered and delith when required as aforesaid, as likewise all such charges for taxes epaid and made as aforesaid, and of the said town bull to be prost aforesaid, shall be by them the said - their respective exes, administrators and assigns, paid and rendered, made and prol, in three equal parts and proportions, share and share alike, at all during the continuance of the term hereby demised, and also at nd or other determination thereof; And further, that no benefit or Survivorthin: rage of furvivorship whatsoever shall be had or taken by any or eiof them the faid B. C. and D. or their or any of their executors ministrators, in case of any of their deaths during this demise; but the survivors and survivor of them, his executors and administrahall, during the continuance of the demise hereby made, be into and possessed of all and singular the tithes and premisses (subperentheless to the rents and covenants herein above reserved and itself, in manner as follows) to wit, as to one third part thereof whole in three equal parts to be divided) the same shall go and beto the faid B. his executors and administrators; as to one other part thereof, the same shall go and belong to the said C his exesand administrators; and as to the other third part thereof, the stall go and belong to the faid D, his executors and administrators. herfs, &c.

took for 1000 Years by way of Mortgage for Security of the Purchast Money, prior to the Conveyance of the Premisses to the Purchasor.

PHIS Indenture Tripartite, &c. Between R. B. of the first part, W S. of the second part, and W. P. a person named on of and in trust for the said R. B of the third part. Whereas faid W. S. hath agreed with the faid R. B. for the absolute purto him and his heirs, of the capital messuages, &c. herein after oned to be demised or granted, with their appurtenances, for the set 2600 l. And whereas the said W. S. is to pay down of the said the money of 2600 l. unto him the said R. B. the sum of 600 l. a, and hath agreed that the faid capital messuage, &c. herein after med, shall be mortgaged for the better securing of the payment of of 2000 l. the remainder of the said purchase sum of 2600 l. interest for the same after the rate of 5 l. per cent. according to the meaning of the proviso or condition hereafter in these presents menor contained; and that the faid R. B. shall by deed of lease and s, to bear date the two feveral days after the date of these presents, and convey the faid premisses subject to these presents, unto the . 8 and his heirs: Now this Indenture witneffeth, that in conmion thereof, and for the securing the true payment of the said of 2000/, with interest for the same after the rate asoresaid; and

Habendum to W. P. for 1000 years.

Confirmation by W. S.

To be void on payment of 2000 %

This indenture not to be a forfeiture of any thing to be contained in the release.

W. P declares himfelf truftee for R. B.

May fue in W. P's name.

Affign the premiffes to

in consideration of the sum of & s. of, &c. to him the said R. B. be the faid W. P. in hand, at, &c. He the faid R. B. Hath, by and with the confent, direction and appointment, of the faid W. S. tellified by his being a party to these presents, and signing and sealing the same, bargained, fold, demised, and to farm let, and by these presents Doth, &c. unto the faid W. P. his executors, administrators and affigns, All that, Sc. To bave and to hold the faid, Sc. unto the faid W. P. his executors, administrators and affigns, from the day next before the day of the date of these presents, for and during, and until the full end and term of 1000 years from thence next enfuing, and fully to be compleat and ended, without impeachment of walte; Tielding and Paying therefore yearly, during the faid term, the reut of one pepper-corn only, on the featt-day of, Ge. if it shall be lawfully demanded; And the faid W. S. for the confideration aforefuld, Doth by these presents ratify and confirm the said estate, term and premisses, for and during all the said time of term of 1000 years, unto the faid W. P. his executors, administrator or affigns; Provided always, and upon condition, that if the faid W. his heirs, executors, adminifirators and affigus, or any of them, do of shall well and truly pay, or cause to be paid unto the said W. P. I executors, administrators or assigns, at or in the Inner Temple Ha Leadon, the full sum of 2100 L of, &c. in manner and form following that is to fay, in or upon the - day of, &c. now next enfance the day of the date of these presents, 50 l. part thereof, in or upo - day of, &c. the full fum of 2000/, and do make the faid payments without any deduction or abatement, for or by reason of any parliamentary or other taxes, charges or affestments whatsoever; that then and from thenceforth, this present grant, bargain, sale, demise and leafe, and every article, clause and thing therein contained, shall ceafe determine and be void; this indenture, or any thing herein contained to the contrary thereof in any wife notwithstanding, (W. S. command with W. P. to pay the faid fum): Provided always, and it is hereby declared and agreed by and between the parties to these presents, and it is their true intent and meaning, that neither thefe prefents, nor any thing herein contained, shall be or extend, or be deemed, construed or taken to be any breach, forfeiture or infringement of any covenant, clause or agreement, contained or to be contained or specified in the faid indeni ture of grant or release and conveyance, intended to bear date the faid next day but one after the date hereof, and to be made by him the faid R. B to him the faid W. S. and his heirs, of the faid capital melleages tivee closes, and other the premisses, with their appurtenances, according to the agreements aforefaid; And the faid W. P. doth hereby declare, that his name in these presents is made use of at the nomination and in trust for the said R. B. his executors, administrators and affigues, and that the faid sum of 2000 /. and the interest to accrue for the same, is the proper money of the faid R. B. and that the faid R. B. his executors, administrators and alligns, shall-and may enter for non-payment thereof, and fue and bring any action in the name of him the faid W. R. his executors, administrators or ailigns, for or concerning the same; And further, that he the faid W. P. his executors and administrators shall and will, at the request, costs and charges, of the faid R. B. his a tecutors or administrators, grant and assign over these presents unto the raid R. B. his executors or administrators, or to such other person or perfore,

exfort, as he or they shall direct and appoint. And lastly, (W. S. to the premiffes until default in payment). In Witness, Gc.

of Offices in Bushadoes. Pernfed and fettled by Mr. Scrivant. Selby.

PHIS Indehture Trapartite, made, &c. Between R. M. of, Ec. the first part, J. W. of the island of B. elq; of the fepart, and T. J. of London, merchant, of the third part. Whereas Recital of the the majesty king Charles the Second, by his letters patent, bearing king's letters Be. (recite the fame short) as by the said in part recited letters pa- Patent And whereas the faid J. W. from and before the And that leffec day of St. Michael the Archangel now last past, (by virtue of an was now in tent for that purpose) was and now is in the execution of the possession, &. The, as deputy to the faid R. M. Now this Indenture witneffeth, Confideration. the faid R. M. (for the confideration of the yearly rents and cove-Mercafter la these presents reserved and expressed, and for divers i good canfes and valuable confiderations, him the faid $R.\ M.$ into moving) Hath granted and demised, and by these presents depute, conflicte and appoint the faid J. W. his lawful and Deputation and cent deputy of and in the laid offices and places of secretary and demise of the of the faid island of B. And he the said R. M. doth hereby also places, Ga and demife unto the faid J. W. All the fees, profits, perquifites Mantages whatfoever, to arife or be had or made of the faid offices Places, To hold, execute and enjoy the faid offices and places, and Habenduin. to have, také and réceive, all and every the fees, profits, perquiaid advantages whatfoever, arising by virtue of the faid offices paces, unto the faid 7. W. his executors, administrators and affigns, Her. for, Gr. seven years from thence next ensuing, and fully complear and ended, (if he the faid R. M. shall so long live); for and Paying therefore yearly and every year, during the conti- Reddendum. re of the faid term, unto the faid R. M. his executors, adminif. Money rent. is and affigns, the yearly rent or fum of 420 guineas, at or in the mon dining hall of the Inner Temple, London, at the four most I fealls or quarter-days of payment in the year, viz. Of, &c. Morielding and facety yearly and every year, during the conting- Reddendum the of the fame term hereby dendied, unto the faid R. M. his execu- fugar rent. B. C. of the place aforetail, upon the ---- day of ---by 61 the faid years, 200 lb. weight of fine white fug ir And the For the leffect R. M. for hi nielf, his executors's administrators and affigure, Dub quiet enjoycorenact, promise, grant and agree to and with the faid T. J. his
ment.

cutors and affigure, by these presents, that it shall or may be sawful

^[1] Note, Mr. II. being under age and beyond fea, leffor covenants with the

The third perfon's covenant for payment of the yearly rent to leffor by leffee.

If leffor before days, to pay to Ms executors, Sc. pro rata for the time after fuch quarterday.

A power for leffee to deten mine prefent lease before expiration on giving a year's notice, G.

to or for the said J. W. his executors or assigns, to hold, execute, a enjoy the faid offices and places for the term aforefaid, (if he the f R. M. shall so long live) and the profits and advantages, iffuing and fing thereout, to take and receive to his and their own proper use a benefit, without any let, suit, trouble, interruption, or disturbance him the faid R. M. or any other person or persons whatsoever, claim or to claim from, by or under him. And the said 7. T. for hims his heirs, executors and administrators, Doth, for and on behalf the faid J. W. covenant, premise, grant and agree to and with the R. M. his executors, administrators and assigns, by these presents manner as follows, viz That he the faid 7. W. shall and will, by out of the fees, perquifites and profits of the said offices and plat well and truly pay, or cause to be paid unto the said R M. his ext tors, administrators and affigns, for and during the faid term of si years, (if the said R. M shall so long live) the said yearly rent or of 420 guineas and the 200 lb. weight of fine white fugar, at the and place by these presents appointed for the payment thereof: And and of term die in case the said R. M. shall die before the expiration of the said the between quarter and between any of the said feasts or quarter-days of payment, then and in such case the said J. W. or his assigns, shall pay to the ecutors, administrators or assigns of the said R. M. pro rata, and portionably out of the said annual rent of 420 guineas, for the time faid R. M shall die, after such feast day or day of payment: Prov always, and lastly it is hereby agreed and declared by and between the faid parties hereunto, and the true intent and meaning of them of these presents is, that if the said J. W. shall at any time during faid term, be desirous to determine the grant and deputation her made, and shall give to the said R. M. a year's notice thereof, to a mence from one of the faid feast or quarter-days, that then (and the end or expiration of fuch year, after fuch notice so given as all faid) this present grant, and the deputation hereby made, shall s thenceforth cease, determine and be void; and that then and in case the said offices and places, and the sees, profits and perquit thereof, shall from henceforth revest in the said R. M. and his afti and he and they shall have and enjoy the same as in his the said R. I former estate; any thing in these presents contained to the coor thereof in any wife notwithstanding.

> Another Leafe of a Royalty, viz. Fishing, Hawking, Hunting, Appointment of Keeper of the Game. By Serjeant S.

HIS Indenture, made, &c. Between J. S. of, &c. lord of t manor of ---- in the county of ---- of the one part, a T. M. of, &c. gent of the other part, Witneffeth, that the faid J. (in confideration of the yearly rent and covenants herein after refere on the leffee's part to be paid and performed) Haib demised, and these presents Doih demise unto the said T. U. All that his the said 8.'s fifthery and liberty of fifthing in the rivers of B. and H. and ! other his the faid J. S.'s liberty of fishing and fishery in the county H. (exce

Premifics.

#. (except in the park of J. C. esq; called H. park); And the said J. Except, De. Hab, and by these presents Doth also demise unto the said J. U. All Berry of hunting and hawking within the faid manor, exclusive all others, And doth hereby constitute and appoint him the said T. keeper of the game there; To have and to bold the faid fishery, li- Habendum, my of ashing and hawking and hunting aforesaid, with their and my of their appurtenances, sexcept before excepted) unto the said T. his executors, administrators and assigns, from the feast-day of St. thed the Archangel next following the date of these presents, for and ing, and unto the full end and term of five years from thence next ng, and fully to be compleat and ended; Tielding and Paying Reddendum. store yearly and every year, during the faid term of five years, unto faid 7. S. his heirs and assigns, the yearly rent or sum of 31. of, at the two most usual feast days or terms in the year, viz. The nciation, and St. Michael, &c. by even and equal portions, without deduction or abatement whatforver, for taxes, charged or imposed vilament, or otherwise howsoever; And the said $T.\ U.$ for himself, Lessee's covenant beirs, executors, administrators and assigns, doth covenant, pro- to pay rent. s, grant, and agree to and with the said J. S. his heirs and assigns, bele presents, that he the said T. U. his executors, administrators designs, some or one of them, shall and will well and truly pay, or to be paid unto the faid Y. S. his heirs and assigns, the said yearly To swoid the Rol 31. at the days and times herein before limited for payment lease on default. sed, during the said term without any such deduction as aforesaid; united of ways, that if the said yearly rent or sum of 3 l. or any part wos, shall be behind and unpaid, in part or in all, by the space of -days next after either of the feall-days abovementioned for paythereof, during the faid term; that then and from thenceforth it and may be lawful to and for the faid J. S. his heirs or affigns, to the faid lease and re-enjoy the said premisses, as in his or their fors estate and estates, any thing, &c. And lossly, the said J. S. for Quiet enjoyself and his heirs, doth covenant, promise and grant to and with the ment. T. U. his executors, administrators and assigns, by these presents, the the faid T. U. his executors, administrators and assigns, paying hid yearly rent of 3 l. and performing the covenants and agreements men before mentioned on his and their part and behalf to be permed and kept, shall and may from time to time, and at all times hereer, during the continuance of the faid term hereby demised, lawfully, execably, and quietly have, hold, occupy, possess and enjoy the faid bery and premisses, with their appurtenances above demised, and by parcel thereof, without the lawful let, fuit, trouble, eviction or Surbance of him the faid J. S. his heirs or assigns, or by any other wion or persons whatsoever, claiming or to claim by, from, or nnto him or them, or any of them, or by his, their, any or either of their acts, means or procurement. In Witness, &c.

A reversionary Leafe.

HIS Indenture, &c. Between Sit B. M. of, Gr. of the one part, and C. N. of, &c. of the other part. Whereas the fald Sir B. M. (by the name of B. M. gent.) by his indenture of leafe, bearing date on or about the 28th day of March, which was in the year ____ Did demise and lease to J R. of, &c. a certain chose of land or ground, of which the piece or parcel of ground herein after mentioned to be hereby leafed is part, for the term of 62 years, commencing from Lady-day next before the date thereof; And by another indenture of leafe, beating date on or about the 26th day of June; which was in the year of our Lord - the faid Sir B. M. die demise or lease unto T. P. of Thavies Inn, London, gent. the fait close of land or ground, (of which the faid piece or parcel of ground herein after mentioned to be hereby leafed is part) from the end or other sooner determination of the said term of 62 years, for the further term of 18 years, as by the faid in part recited indenture of leafe may more at large appear. Now, &c. that for and in confideration of the fum of 50 1. of, Ge. to the faid Sir B. M. paid by the faid C. N. the receipt; &c. and also in consideration of the yearly rents, covenants and agreements herein after reserved and comained, and which on the tenant's or leffee's part and behalf shall grow due to be paid, done and performed, He the faid Sir B. M. Huth demised, leased, and en farm letten, and by, &c. All that piece of ground, &c. the piece of ground, melsuages, &c. in M. street, as described in a lease from an under lessee of K: to Mr. N. To hold faid piece of ground, &c. unto the faid N. his executors, &r. from Lady-day, which will be in the year of our Lord --- (at which time the last of the before recited indemures of lease will expire) for and during the full time and term, and unto the full end and term of 50 years from thence next enfuing, and fully, &c. Tielding and Paying therefore yearly and every year, during the faid term of 59 years hereby demifed, unto the faid B. M. his helis or affight, the yearly rent or sum of 5 1. (being the same rent as paid by N. in his other above leafe) (With usual covenants as in other leafes.) In Wilnefs, &c.

Auother.

- Believeen lord M. baton of O. of the one part, and J. M. Gr. of the other part, Witneffeth, that the faid lord M. for and in deration of the faithful fervices of the faid 7. M. to the late C. of M. and also in consideration of the surrender of a lease, dated, whole, &c. are demised to the said J. M. To hold to the said J. his heirs and alligns, from the 25th of March last, for his life, and twes of A.B. and the longer liver; and also for and consideration We yearly rent and covenants, &c. the faid lord M. comiles to the J. M (the premisses granted to him, his heirs and assigns); To hold It years, to commence from determination of the term or estate granted is belief or affights; Tielding, &c. (auring the term or eflate granted to Proviso. the beirs or affigns, 20 s. a year; And Yielding, &c. (for the term Covenants. g dendfed, to him, his executors, administrators and assigns, s.s. a if faid rents be behind, and no sufficient distress for rents and artim be found on the premisses, then lawful for lord M. to re-enter; 3. M. will pay rents, keep remisses in repair baving sufficient timber; ready from lord M. to J. M. for the terms and estate; and lord M. t, constitutes and appoints A. and B. jointly and severally his attorto eater and take possession and seisin, and seisin and possession to deliver M. or his certain attorney, to his use, ratifying what said attornies ther of them hall do). In Witness, &c.

A Building Leafe.

HIS Indonture, &c. Between N. B. doctor in physick, R. W. of, Gc. and R. C. of, Gc. of the one part, and J. E. of, Gc. the other part, Witnesseth, that as well for and in consideration of reat cotts and charges the faid J. E. hath already been and shall be in boilding and finishing several new brick messuages or tenements on seground hereunder leased; and in consideration of the yearly rent and covenants hereafter in and by these presents reserved, mentioned and brained on the part and behalf of the faid J. E. his executors, admithrators and affigns, to be paid, done and performed; as also in consimation of 5 s. of, Ge. to the said N. B. R. W. and R. C. or one of ten, in hand paid, at or before the sealing and delivery of these prethe faid R. W. and R. C. by the direction and appointment of the

faid N. B. testified by his being a party to, and figning and sealing of these presents, Have leased, set, and to farm letten, and by these pre-Sents do leafe, set, and to farm let unto the faid S. E. All that piece or parcel of ground, late part of a certain field, close or ground belonging to the town of B. near Gray's-Inn in the parish, &c. being authe North East corner of the part of Red-Lion Street, which is next Theobald's Way, containing in front next Red-Lion Street, being Westward, 55 foot of ashize or thereabouts, in the rear, being Eastward, 51 foot of asfize or thereabouts, and on the South fide next the ground and buildings let to S. W. 86 foot nine inches of affize, or thereabouts, together with all ways, passages, profits, commodities, and appurtenances whatsoever to the faid piece or parcel of ground and premisses hereby leased, belonging or appertaining, therewithal defigned to be used and enjoyed; To have and to hold the faid piece or parcel of ground, and all erections and buildings now and hereafter to be erected and built, and all and fingular the premisses, with the appurtenances hereby leased, unto the faid J. E. his, &c. from, &c. until the full end and term of 70 years from thence next ensuing and fully to be complete and ended; Tielding and paying, for the first year of the term hereby leased, the rent of one pepper-corn on the last day of the same year, if the same be lawfully demanded; And Yielding and Paying therefore yearly and every year, during the last 69 years of the time hereby leased, unto such person or persons to whom the immediate reversion of the said premisses shall apappertain, the yearly rent or fum of 8 l. of, Ge. on the four most usual feast-days, &c. And, &c. (Covenant to pay the rent.) And that he the faid J. E. his executors, administrators and assigns, or some of them, shall and will, at his, their or some of their own proper costs and charges, on or before, &c. well and sufficiently tile and finish the said intended melfuages or tenements, and from thenceforth at his and their like costs and charges well and sufficiently repair, uphold, support, suftain, maintain, amend and keep the faid intended meffuages, tenements or buildings, and that from time time, and at all times during the faid term, when, where or so often as need or occasion shall be or require; And also shall and will, at his and their, or some of their own proper costs and charges, well and sufficiently pave, purge, scour, cleanse, glaze, empty, amend and keep all and fingular the pavements, gutters, finks, seidges, wydraughts, glass and glazed windows whatsoever, which now or hereafter shall belong to or be used with the said brick messuages, tenements and premisses, from time to time, and at all times during the same term, when, where and so often as need or occasion shall be or require; And the said brick messuages, or tenements and premisses, so being well and sufficiently finished, repaired, upheld, supported, sustained, maintained, paved, purged, scoured, cleansed, glazed, emptied, amended and kept at the end of the faid-term hereby demifed, or other scoper determination of this present lease, which shall first and next happen, peaceably and quietly shall and will leave, surrender, deliwer and yield unto fuch person or persons to whom the right of the pre-View by leffers, misses shall then belong. And moreover, that it shall and may be lawful as well to and for the faid R. W. and R C. their executors, adminiftrators and assigns, or any of them, as also to and for the mayor, bai-

liffs, burgesses and commonalty of the town of Bedford, and all others concerned with workmen or others in their or any of their companies,

Covenant to fimish the houses.

To repair.

To deliver up at the end of the erm.

&د.

or without, twice or oftner in every year yearly during the faid term bereby leafed, at any feafonable time in the day-time to enter and come ino and upon the faid meffuages, or tenements and premisses, and into every or any part thereof, there to view, fearch and fee the state and medition of the reparations thereof, and of all fuch defects, defaults, and wants of reparations thereof, and of all such defects, defaults, and punts of reparations and amendments as shall be then and there found. prive or leave notice or warning thereof in writing at the faid premisfes, to or for the said J. E. his executors, administrators and assigns, to mir and amend the same. Provided always, that if it shall happen e faid yearly rent or sum of 81. or any part thereof, shall be behind, Sc. (to re-enter, &c.)

A Building Lease of Houses within the Liberty of the City of London.

HIS Indenture, made, &c. Between A. of, Ge. of the one part, and R. D. of, &c. of the other part, Witneffeth, that as in pursuance and performance of a certain memorandum or agreement, bearing date the 21st day of - now last past, And also in Considerations. confideration of the great costs and charges which he the said B. hath ten and will be at in taking down the old messuage, and all buildings how standing on one of the pieces or parcels of ground herein after demiled, (which he is at liberty to do, and to take and convert to his own groper use all the old materials thereupon) and in the erecting and buildmeg two new brick messuages or tenements upon the said piece of ground, and the other piece of ground herein after demiled, in pursuance of his spreement for that purpose contained in the before mentioned memomadum or agreement, in such manner as therein and herein after is mentioned, as likewise in consideration of the yearly rent, covenants. conditions and agreements herein after referved, expressed and contained, by and on the part and behalf of the said R. D his executors, admipiltraiors and affigns, to be paid, done and performed, He the faid A. Demise. Hab demised, leased, set and to farm letten, and by, &c. unto the said R.D. his executors, administrators and assigns, All that the said piece Parcela. exparcel of ground whereon the faid old meffuage, or tenement and mildings now or late stood, situate, lying and being at the end of Plago-Court, alias Plough-Yard, in or near Fetter-Lane, alias Fewter-Lane, in the parish of St. Andrew, Holborn, London, on the West fide of two new meffuages or tenements there lately built by, and now belonging to the said A and which adjoin to a piece or parcel of ground pobuilt, (being the other piece of ground herein after demised) on the East side thereof; and also all that the faid other piece or parcel of ground unbuilt, fituate, lying and being in Plough-Yard, alias Plough-Court aforesaid, next adjoining to the said two new houses there lately built by the said A. which said hereby demised two pieces or parcels of

Exceptions.

Havendum.

ReMendum a first year.

Reddendum 14 l. per ann. for the last 60 years.

Leffee's covevenants, viz.

To take down the old mel-Suage,

and to convert his own use.

To build two new brick meffuages, &c.

ground adjoin to each other, and which, with the abuttals and numbers of feet on the West, North, East and South fides thereof, are there particularly and exactly delineated and described in the plan or groundplot of the premifies, in the margin hereof mentioned and fet forth, To-General words, gether with the two new meffuages or tenements, and all other erections and buildings now creeding and building or to be erected and built thereon, purfuant to the aforefaid memorandum or agreement, and the covenant herein after contained for that purpose; And all vaults, cellars, areas, ways, passages, drains, waters, water-courfes, lights, casements, profits, commodities, emoluments and appurtenances whatfoever belonging, and which shall belong to the faid hereby demised premises, or any parc or parcel thereof; Except nevertheless, and always reserved out of this present demise, unto the said A, his heirs and assigns, and all other persons, proprietors and landlords of houses in Plough-Yard aforefaid, the free passage and running of water and feil coming out of and from the other houses or tenements in Plough-Yard aforelaid, in, by and through the channels and drains belonging to the faid hereby demifed premiffes, as have or hath been formerly used; such other perfons or their tenants, upon reasonable request, paying their share and proportion of the charges of cleanling and repairing the faid channels and drains as often as need shall require; To have and to hold the said two pieces or parcels of ground, two new brick melfunges or tenements, crections and buildings, and all and fingular other the herein before mentioned and intended to be hereby demified premisses, with their and every of their appurtenances (except as before excepted) unto the faid R. D. his, &c. from, &c. for, &c. Tielding and paying therefore, for pepper-com for the first year of the said term, the rent of one pepper corn only, on the last day of the same year, (if the same shall be lawfully demanded); And yielding and paying therefore, yearly and every year during the last 60 years, residue of the said term of 61 years, unto the said A. his heirs and alligns, the yearly rent or furn of 14% of lawful money of Great Britain, at or upon the four most usual feasts or quarter days for payment of rent in the year, viz. &c. by four even and equal portions; the first of which quarterly payment is hereby agreed shall begin and he made upon, &c. And the faid R. D. for himself, his here, executors, administrators and assigns, and for every of them, doth covenant, promise and agree, to and with the faid A his heirs, executors, administrators and assigns, and to and with every of them, by these presents, in manner as follows, viz. That he the said R. D. his executors, administrators or assigns, shall and will forthwith, at his and their own proper colls and charges, wholly take down the faid old meduage, tenement, and buildings, now or late standing upon part of the faid hereby demifed ground and premisfes; Which he and they are the materials to at liberty entirely to level and clear away, and convert all the old materials thereupon to his and their own proper use and benefit, without being liable to render or give any account for the fame to the faid A. his heirs or assigns; And also that he the said R. D. his executors, adminilliators or alligas, thall and will, at his and their like proper coffs and charges, on or before the 24th day of June now next enfuing. and which will be in the faid year of our Lord fubflantial, and workman-like manner, erect, build, perfect and completely finish two good new meffuages or tenements on the faid hereby demifed pieces or parcels of ground, or fome part thereof; and shall

and will build the fame with and of good and well burnt bricks, made exording to the statute in that behalf lately passed and provided, and pertar made with good lime and fand well mixed, without any earth floam, (faving that the rubbifli of the old walls may be used therein, well mixed with a proper quantity of new lime); the height of ines, thickness of walls, and scantlings of timber, to be such as are effed and appointed according to the late all of parliament, and in manner as new houses are now used and built in the city of Lon-: And that the faid two new houses thall be built in front next the Torange, &c. court or yard, to range with the faid two new moffunges there now and not to exthe by the faid A. And that as to the uppermost of the faid two ceed above tes to to be built, the same shall not exceed, extend or be above three feet, &c. tee feet forward in building than the other houses there adjoining on West side, and lately purchased by Mr. W. And further alfo, &c. Commant to pay the rent, &c. ufual covenants.) In H itneft, &c.

One of the Duke of B.'s Leafer as to Building.

HIS Indenture, &c. Between the most noble W. duke and earl of B. marquis of T. lord R. baron R. of T. baron H of S of one part, and E. E. of, &c. of the other part; Whereas there are Houses fallow honses lately fallen down and now in ruins in H. street in the pa-down. for - and other adjacent houses are by their fall so greatly daged and impaired, that it is feared they likewife foon will fall into kame unhappy condition, if not timely prevented, one of which houses contains in front twenty one feet and fix inches of affile, bee or Jess, which now is in a shattered and ruinous condition, occaheed by the fall of the faid two other houses, whereof one was thereunmeent adjoining, (parcel of the estate and hereditaments in the said with of, Ur. of his grace the faid duke of B.) late was in the tenure cocupation of him the faid E. E. by virtue of an agreement by him with H. S. esq; commissioner and agent for his grace the faid the of B. for and on behalf of the most noble W. Iste dake of D. then guardian and truffee to his grace the faid duke of B. in his miwrity) and on behalf also of the said duke of B bearing date the 21th my of Rebruary in the year, &c for the term of feven years, commencing upon Michaelmas day then next enfuing, at and under the party rent of 60 /. and other the referentions, covenants and conduitthe therein expressed and contained : In Confideration of which agreement, the faid E. E. laid out a confiderable turn of money in and about repairs and improvements of the premisses, which, with the embezment of his goods, and great damage and loss of his furniture and moreables, in the sudden and hasty removal of the same, is altogether. Mto him: Now this Indenture witneffeth, that as well for and in conferation of the colts and charges the faid E E, will be at in taking

down the old buildings, now standing on the piece or parcel of ground hereby after demised, (which he is at liberty to do, and to take, and convert to his own proper use all the old materials thereupon), and in erecting and building a new meffuage or tenement thereupon, in manner herein after mentioned: Also in consideration of the surrender and yielding up into the hands of his grace the abovenamed duke of B. the hild in part recited agreement, on which there is a term of four years from Michaelmas next enfuing the date hereof yet to come and unexpired of him the faid E. E. of and in the same; As also of the yearly rent, covenants, conditions and agreements, herein and hereby after referred, expressed and contained, by and on the part and behalf of the faid E. E. his heirs, executors, administrators and assigns, to be paid, observed and performed, The said W. duke of B. Hath demised, leased, set, and to farm let, and by, &c. He the said duke of B. Doth, &c. unto the said E. E. his executors, administrators and assigns, All that piece or parcel of ground whereon the aforesaid ruinous mefsuage, tenement or dwelling-house, yet stands, late in the tenure or occupation of the said E. E. next adjoining to the house or ground towards the East, now agreed to be let unto J. J. of the said parish of bricklayer, and towards the West adjoining to and abutting upon the house or ground now proposed to be let unto, and in the tenure or occupation of J. S. mercer, fituate and being on the South fide of H. threet in the parish of ____ (Which said premisses are more particularly and exactly delineated and described in the plan on the ground-plot of the premisses in the margin hereof), together with the new messuage or tenement to be erected and built thereon, pursuant to the covenant for that purpose herein after contained And all vaults, areas, lights, ways, drains, water-courles, profits, commodities and appurtenances whatfoever, belonging and which shall belong to the said E. E. (except nevertheless and always referved out of this present demile, the free passage and running of water and foil coming out of and from the other houses or tenements of the faid duke of B. and his other tenants in the parish of _____in, by and through the channels and drains belonging to the faid demised premisses, as have been formerly used; such other tenants, upon reasonable request, paying their share and proportion of the charges of cleanfing and repairing the same, as often as need shall require; To have and to hold the faid piece or parcel of ground, or tenement and premisses hereby demised, or mentioned and intended so to, be, with their and every of their appurtenances, (Except before excepted unto the faid E. E. his executors, administrators and assigns, from, &c. for and during and unto the full end and term of 61 years from thence next ensuing, and fully to be complete and ended; Tielding and paying therefore for the first year of the faid term, the rent of one pepper cora only on the last day of the same year, if the same shall be lawfully demanded); And yielding and paying yearly and every year during the 60 years relidue of the faid term of 61 years, at or in the steward's office, in or near the capital dwelling or mansion house of the said duke of B. situate, &c. and commonly now called, &c. the yearly rent or sum of 201 of, &c. (being the best and most yearly rent that could now be got for the same) at or upon the four most usual feasts, &c. And the faid E. E. for himself, his heirs, executors, administrators and alligns, doth covenant, promise and agree, to and with the said W. duke of B.

Covenant to take down the old buildings,

his heirs, executors, administrators and affigns, and to and with every of them by these presents, in manner and form following, that is to that he the faid E. E. his heirs, executors, administrators or af-, shall and will within the space of twelve months next after the mencement of the faid term herein before and hereby granted, at band their own proper costs and charges, wholly take down the old lings now standing in the said piece or parcel of ground hereby wifed, which he and they are at liberty entirely to level and clear by, and convert all the old materials thereupon to his and their own er use, And in a good substantial and workmanlike manner erect and build new build, perfect and finish a new messuage or tenement on the said ones. pe or parcel of ground, even in front with other houses or tenements the faid duke of B. and shall and will build the same with and of d and well burnt bricks, made according to the flatute in that be-I lately paffed and provided, and mortar made with good lime and d well mixed, without any earth or loam, (faving that the rubbish of cold walls may be used therein, being well mixed with a proper nity of new lime), the height of stories, thickness of walls and adings of timber, to be such as are directed and appointed for the and second rate buildings, in and by the act of parliament for redianathe city of London, or more, such new messuage or tenement transin nine ground squares upon the flat, or more; and to contain front 24 feet of assise, and no more, and in depth from North to 86 feet of assis, or thereabouts. And also, (covenant to pay the And likewise that he the said R. E. his executors, administrators Rent. igns, shall and will, from time to time during the term of this predemile, bear, pay and discharge all rates, duties and affessments to Feborch, parish and poor, sewers, trophy money, taxes on windows Sents, and finding and bearing arms to the militia: And shall and Parson. also bear, pay and discharge all such rates and affessiments, for or burds the maintenance of the rector and his curate, or affiltant, and her church officers of the parish of ---- as shall during the term of present demise be affessed by the churchwardens of the same parish the time being, or any two of them, upon the faid demised premiss of the inhabitant or inhabitants thereof for that purpole; And all All other taxes. er teers, rates, duties and affestments imposed or charged, and which be imposed on charged on the faid demised premisses, or any part beeof; Fet neverthelefs he and they to be allowed the land tax charged King's tax. on lands by the authority of parliament, yearly and every year during he last 60 years of the said term of 61 years, on his or their producing execipt or receipts for the fame, as usual, in part of payment of the il referred rept of 201, per ann. for so much as shall be taxed and larged by act of parliament for the landlord for the time being to pay, or in proportion to the same reserved yearly rent. And further, that To repair, the faid E. E. his heirs, executors, administrators or assigns, shall and will, from and after such time as the faid new melluage or tenement sell be erected and built (as aforefaid) from time to time, and at all thes during the continuance of the term of this prefent demise, at his their own proper costs and charges, when and as often as need shall squire, well and fufficiently repair, uphold, support, maintain, amend, pre, fcour, cleanfe, empty and keep the fame new meffunge or tenemen, and all other buildings and creditions which during the term

and contribute towards common fewers.

hereby granted shall be erected and built on the faid demised niece or parcel of ground and premisses, and all the walls, posts, pales, rails, fences, payements, grates, finks, drains and houses of office thereto belonging, and which shall belong to the same, in, by and with all manner of needful and necessary reparations, cleansings and amendments whatfoever; And also shall and will, together with the other tenants or leffees of the faid parcel of new buildings on the South fide of the faid fireet, contribute his and their part, share and proportion of the expence and charge of linking and building a new common fewer, of fufficient depth, to drain the cellars and vaults of the faid new houses, pursuant and according to the covenant for that purpose by him made for rebuilding the premisses as aforesaid; and from and after fuch time as the faid new common fewer shall be funk and built as aforesaid, shall and will from time to time, during the said term, bear, pay and allow a reasonable proportion for or towards the making, supporting, repairing and amending of all party walls, party-gutters, common fewers and drains, belonging and which shall belong to the faid demiled premiffes, or any part thereof, when and as often as need or occasion shall be and require; And the said messuage, or tenement and premisses, and every part thereof, with the appurtenances, so being well and sufficiently repaired, &c. shall and will at the end, expiration, or other fooner determination of the faid term, peaceably and quietly leave, furrender and yield up unto the faid duke of B. or the person or persons who for the time being shall be intitled to the reversion or remainder of the premises expectant on the determination of the faid term. And moreover, (to view, &c.) And that he the said E. E. his heirs, executors, administrators or assigns, shall and will upon demand repay to the faid duke of B. or to the person or persons so to be intitled in reverfion or remainder as aforefaid, all and every such sum and sums of money as he or they shall have expended and paid in, for or about the And further, that he the faid E. E. his executors, administrators or assigns, or any of them, shall not nor will, at any time during the continuance of this present demise, do, or wittingly or willingly fusier any matter, act or thing, to be done in or upon the faid demised premisses, or any part thereof, that shall or may be or grow to the annoyance, grievance, damage or disturbance of the faid now duke of B. his heirs or affigue, or the person or persons so to be intilled in reverfion or remainder as aforefaid, or his or their other tenants in the faid respective parish of, Ge aforesaid. Provided always nevertheless, that if the faid yearly rent or sum of 20% shall happen to be behind. &c. or unpaid, in part or in all, by the space of 14 days next after any of the faid feafts or days of payment whereon the fame ought to be paid as aforesaid; or in case the said E. E. his executors, administrators or alfigns, shall permit or suffer any person or persons to inhabit or dwell in the faid demifed premises, or any part thereof, who shall use and sollow the trade of a brower, baker, butcher, viotner, victualler, poulterer, sishmonger, cheesemonger, soapboiler, distiller, brasier, pewterer. fmith, farrier, tallow-chandler or pipe-maker, without the licence of the faid duke of B. or the person or persons so to be intitled in reversion or remainder as aforefaid, or his or their steward, or other agents for the time being, or under his or their hand and feal first had and obtained in writing for that purpose; then and from thenceforth, in any of the أعندا

Re-entry on non-payment, or permit particular trades. sideales, it shall and may be lawful to and for the said duke of B. In the person or persons so to be intitled in reversion or resider as aforesaid, into and upon the said hereby demissed premisses, may part thereof, in the name of the whole to re-enter, and the same share again, reposses and enjoy, as in his or their first and former are and right; this indenture, or any thing therein before contained the contrary thereof, in any wise notwithstanding. And the said dake of B. doth for himself, his heirs, executors, administrators assigns, covenant, &c. (For peaceable enjoyment.) In Wither.

Covenant to build four Houses, and a Wharf or Dock.

- And that he the said A. his executors, administrators or es, shall and will before the feast-day of the Nativity of St. the Baptist, which shall be in the year of our Lord and their own proper costs and charges, erect, new build and p upon the foundations, as they are now laid, four good and mial brick messuages or tenements, according to the rate of buildings, appointed by act of parliament for building of Lon-; And also shall and will, at his and their like costs and charges, he, Sc. make one good and fufficient dock, in and upon that t of the premisses which is now digged up for the same purpose, tile shall and will, on or before, &c. fill up the said place so ged up for a dock, and in the room thereof make one good and cient wharf all along the said premisses; Or if the said wharf or the shall not be made in manner as aforesaid, or if the reparas of the above demised premisses, with the appurtenances, from be to time, within the space of three months next after every or y notice or warning shall be given or left in writing as aforesaid, Il not be well and sufficiently repaired, made and done accordto the true intent and meaning of the covenants aforefuld; that and from thenceforth, and at all times afterwards, in any or ther of the faid cases, it shall, &c.

A W. Country Leafe for 99 Years, determinable on three Lives, with Varieties of Referencions, Provifors and Covenants, very useful Precedents for such Estates.

Confiderations.

Demife.

Exceptions

Game.

Leave to follow it and use the fance.

HIS Indenture, made, &c. Bettween G. P. of, &c. esq; of the one part, and S. A. the younger, of, Ge. of the other part, Witnesseth, that the said G. P. as well for and in consideration of the fum of 36 1. 9 s. 6 d of, &c. to him in hand, &c. as also in consideration of the rent, &c. herein after likewise mentioned on the part and behalf of the faid S. A. his executors, administrators and alligns, to be paid, performed and kept, Hath demised, leased and to farm letten, and in and by these presents he the said G P. Doth. &c. unto the faid S. A. his executors and administrators, All that messuage or tenement with the apportenances, sometime heretofore called or known by the name of W. House, and of late R. D. House, together with one little piece of ground called Dog-Lane, and the herb garden lying, adjoining and belonging thereunto; all which faid premisses are situate. &c. and now are in the tenure or possession of the faid S. A. his affignee or assignces; Except and always reserved out of this present demile unto the faid G. P. his heirs and affigns, All quarries and mines whatfoever, And all forts of trees whatfoever, of oak, ash and elm, and faplings likely to be timber-trees, now growing and hereafter to ce growing in and upon the faid premisses or any part or parcel thereof, With free Liberty of ingress, egress and regress, to and for the faid G. P. his heirs and affigns, and for his and their fervants, labourers and workmen, and for fuch other person and persons as shall be by the said G. P. his heirs and affigns, lawfully authorized for that purpose, to dig. draw flone mines, fell, root, hew, divide and to lay, place, and to work up, hy and carry away the fame with all manner of carriages, at all or any time and times whattoever, during the term herein after mentioned; And alfo excepted and always referred, now and at all times hereafter, during the term herein after mentioned, unto the faid G. P. his heirs and alligns, All and all manner of game, wild fowl and fish, of what nature or kind foreier, that now is and at any time hereafter shall or may happen to be on the faid demised premisses, or any part thereof; as also the intice privilege, full, free and fole liberty and power of hanting, courfing, fowling and fifting in and upon the faid premiss, at his and their several and respective wills and pleasures; And to that end and purpose It is berely declared and agreed, that it shall and may be lawful to and for him the faid G. P. his heirs and affigus respectively, from time to time, and at all times, during the term herein after mentioned, and to and for his and their respective companions and fervants, accompanying or attending on the faid G. P. his heirs or assigns, at such sports with dogs and horses to enter into the fad premilics,

premises, or into any part of them, in order to hunt, course, fowl and in, and the game, fowl and fifth so there to be killed or taken, to carry surrand have to the only use of the said G. P. his heirs and assigns refpetirely: Provided that he the faid G. P. his heirs and affigns, and Damage. in and their companions, fervants, horfes and dogs, do no more damee or burt to the faid premisses than what necessarily happens in the lowing fach game: To have and to hold the faid melfuage, tenement Habendum. dall and fingular other the demised premises with the appurtenances scept before excepted) unto the faid S. A. his executors and adminiftors, from, &c. for and during the full time and term of us from henceforth next enfuing, and fully to be compleat and endif he the faid S. A. G. A. his brother, and - or any or either them, shall so long happen to live: Yielding and paying therefore Reddendum. paly and every year, during the faid term, unto the faid G. P. his is and alligns, the rent of 41. of, &c. (freed, cleared and discharged and from any deduction, defalcation or allowance of or for any afments, rates and taxes whatfoever) at, &c. And also yielding and Heriot. onto the faid G. P. his heirs and affigns, immediately upon and the death and decease of every and either of them the said S. A. A. and — the fum of 5 l. of, &c. for and in the name of an he-Morfarlieu: Provided always, that living the faid S. A. no fuch hetor farlies: shall be paid upon and after the death of the faid G. A. or either of them, or living the faid G. A. no such heriot or ice shall be paid upon and after the death of the faid ----- then, And the faid S. A. doth for himself, his, &c. that he the said S. His, &c. Shall and will well and truly pay, &c. or eause to be paid whe faid G. P. his heirs and affigns, the faid yearly rent of 41. beby referred as aforefaid, in fuch manner and at fuch time and times, the fame shall herein and hereby respectively become due and payable the faid G. P. his heirs and affigns, as aforefaid; And also the said A. for himself, his executors, administrators and assigns, doth furr covenant, &c. to and with the faid G. P. his, &c. by, &c. in and repair, mer, Go. that he the faid S. A. his, Go. shall and will fustain, hold, repair and in good repair keep, and sufficiently maintain and to all and fingular the faid demifed premisses in houses, walls, covers, windows, doors, hedges, ditches, bars, Itiles, gates, pults and eces, and in all other needful and necessary reparations from time to ne and all times hereafter, when and as often as need fliall be and reit, by and at the only and proper costs and charges of the faid S. A. kexecutors, administrators and affigus, during the faid term hereby med; And the fame, and every part and parcel thereof, well and and yield, &c. ficiently repaired and kept up in every respect, at the end of the said how, the same premisses in like good repair shall and will quictly and acceptly leave and yield up, and also the indenture of lease, into the and possession of the said G. P. his heirs or assigns; And for and May take timbrands the faid reparations the faid S. A. his executors, administrators ber to repair, alligns, shall take and have such simber growing on the said premisa, as the faid G. P his heirs or alligns, or his or their officer for the beebeing, shall only deliver or allow the same, making no waste or feel thereof; And alfo thall and will do and perform all such fuits and Perform ferfarrices from time to time, yearly, unto all and every the court and courts vices; with Lid G. P. his heirs and affigns, to be holden and kept within and

If not paid.

Covenant to pay

and grind corn at his mills.

Weir Reeve.

Harvest work.

Dog.

Proviso, that for want of sufficient distress;

or if premisses be assigned or let, &c.

or permit premilies to be ruinous;

or does not appear at the property

and for his manor of N. M. as other the tenants of the faid manor thereto have been accustomed, or ought to do and perform, upon reafonable warning, during the faid term; And also shall and will grind and do fuit with all his and their and every of their corn, grift, grain and mult, to the mills of the faid G P. his heirs and assigns, commonly called or known by the name of F. mills, during the faid term hereby granted; And also upon warning shall and will do and perform, by an able workman, one day's work yearly, to help, cleanfe, and repair the head, wear and leet of the faid mills during the faid term; And also shall and will do and perform the office of a reeve within the faid manor of N. M. when and so often as thereunto elected and chosen by the steward and homage of the said manor, during the said term; And also shall and will keep a dog from time to time yearly, for the said G. P. his heirs and affigns, during the faid term: - Provided always nevertheless, and it is hereby declared and agreed between the parties hereunto to be the true intent and meaning of them and of these presents, that if the faid yearly rent of 41 or any part thereof, shall happen to be behind, &c. by the space of 10 days next after the same shall respectively become due and payable as aforciaid (being lawfully demanded, and not paid) and not sufficient diffiels or diffresses in or upon the said rent so being behind, together with the arrears thereof and charges (if any be) can or may be levied and paid; Or if the faid S. A. his executors or administrators, or other the owner or occupier of the said demised premiffes, by virtue of or under these presents, do or shall, at any time or times within the faid term, affign and fet over his or their effate and interest hereby granted in the faid premisses, or any part thereof, to any person or persons whatsoever, Or shall and do set or let the same or any part thereof to any person or persons whatsoever, otherwise than from year to year, and that but for one year, and at pallure only, and not to tillage, at any time without the licence in writing under the hand and feal of the faid G. P. his heirs or assigns, in either of the said cases first had and obtained, and that for no longer time or otherwise than in such licence shall be expressed; and so as a copy of such asfigument fet or let, be within 28 days next after the making thereof attefled to be a true copy of the fame, by two or more witnesses, delivered unto the find G. P. his heirs or affigns, or unto his or their flewand of the faid manor for the time being; Or if the faid S. A. his executors or adminificators, or any other tenant or occupier of the faid demifed premnifes, or any part thereof, shall or do, during the faid tyrm, commit or tiffer any ill hulbandry, waste, spoil or destruction, in or upon the fad premistes, or any part of the same: Or permit or fuiler fuch premilles, or any part thereof, to be rainous or in decay to the value of 10s. and shall not within two months next after notice and warning thereof and for that purpose, unto him or them, or unto the tenant or occupier of the faid demiled premisses, or of the greatest part thereof for the time being, or by fome other agent thereunto appointed, well and fufficiently amend and repair the fame, or tender and pay unto the faid G. P. his heirs or affigns, sufficient amends and recompence for the same; Or if the said S. A. does not appear, or his executors, administrators or assigns, do not cause the said G. A. and - or one of them, to appear at the next court to be holden for the faid manor of N. AI. within one year next after every notice and

marning thereof, and for that purpose, unto him or them, or unto the mant or occupier of the faid demised premisses, or of the greatest thereof for the time being, given as aforesaid, during the said n; Or if it be not then made appear by good and sufficient proofs and that S. A. caoath, that the faid S. A. G. A. and - are or that one and is living; ich of them is living, and the place or places of his, her or their de and residence declared and made known unto the said G. P. his soraffigns, or unto his or their steward of the same manor for the to being; Or if the taid S. A. his executors, administrators or ass, do or shall at any time within the faid term remove, convey or by away any foil, dung, compost or earth, out of or from the faid misses, and not improve or manure the said demised premisses thereb: Or if the faid S. A. his executors, administrators or assigns, or permits any any or either of them, shall and do at any time or times here- thing prejudi-, during the term aforesaid, commit or wittingly or willingly suffer cial to the estate. committed, omit or fuffer to be omitted, any act or acts, thing or whatfoever, which shall or may be prejudicial or hurtful to the or inheritance of the faid G. P. his heirs and assigns, or whereby Emberitance of the said premisses, or any part or parcel thereof, shall may be discontinued or evicted from the said G. P. his heirs or as-, or any thing elfe that is or may be any wife contrary or not stable to what is contained in these presents on the part and behalf the faid S. A. his executors, administrators and assigns, to be done, and performed; That then and from henceforth, for all, any or Leffor may reof the faid causes, it shall and may be lawful to and for the enter. G. P. his heirs and affigns, or either of them, into and upon the demised premisses, or any part thereof, to re enter, and the same, every part and parcel thereof, to have again, reposses and enhas in his first and former estate; these presents, any clause, icle or thing herein contained to the contrary thereof in any notwithstanding. And the said G. P. doth for himself, his heirs Peaceable enaffigns, covenant and agree to and with the faid S. A. his exe- joyment. lors, administrators and assigns, by these presents, in manner and n following; (that is to fay) that he the faid S A. his execu-, administrators and assigns, by and under his and their due ment, observance and performance of all the rents, suits, series, restrictions, covenants, conditions, provisoes and agreements, these presents contained, on his and their parts and behalfs to made, kept and performed, shall and may from henceforth, durthe faid term, quietly and peaceably have, hold, &c. uness, &c.

or removes foil.

A Devise of three Lives of a Moiety of an Effete in D. also a Demise of a Third Part of another Estate for several Reversionary Lives, under several Rents and Heriots, upon Deaths, &c. Drawn by Serjeant B.

HIS Indenture, &c. Between H. S. Gc. esq; of the one part,

One demise of the moiety, &c.

Habendyen. thereof.

Three lives.

Money rent.

Heriots,

how payable.

Second demife of a third part of the other premiffes.

First Habendum for 99 years for one life commencing after death of

and J. B. serjeant at law, of the other part, Witnesseth, that the faid H. S. (for and in confideration of the fum of 300 %. of, &c. unto him in hand paid by the faid J. B. the receipt whereof is hereby acknowledged) Hath demised and granted, and by these presents Deth demise and grant unto the said J. B. his executors, administrators and assigns, One undivided moiety or halfendeal, of all that messuage and tenement, with the appurtenances, called or commonly known by the name of L. C. situate within the parish, and parcel of the manor of S. in the faid county of D. And the moiety of all houses, out houses, edifices, buildings, lands, meadows, pastures and hereditaments thereunto belonging, or therewithal usually demised, held, occupied or enjoyed, or accepted, reputed, deemed or taken to be part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents, fuits and services thereof; (Except, and always reserved out of this present demise and grant, all trees likely to be timber, now growing or hereafter to grow upon the premisses, or any part thereof, with liberty to fell, cut down and carry away the same by the said H. S. and others the lords of the freehold and inheritance of the premisses for the time being); To have and to hold, the faid premisses herein before demised and granted, with their appurtenances, unto the said J. B. his executors, administrators and assigns, from the 29th day of September now last past, for and during the term of 99 years thence next ensuing, and fully to be compleat and ended, if E. B. and M. B. (daughters of the faid J. B.) and A. B. (fon of the faid J. B.) or any or either of them shall so long live; Tielding and paying therefore yearly, during the faid term, the rent of 1 h 5 s. 3 d. by quarterly even and equal payments; And aife yielding and paying the fum of Al. of, Ge. upon the several deaths of them the said E. B. M. B. and A. B. for and in the name of an heriot or farlien: Provided that living the faid E. B. no fuch heriot or fam of money shall be paid on the deaths of the said M. B. and A B or either of then, nor upon the death of the faid A. B. living the faid E B. and M. D. or either of them; And the faid H. S. (for and in confideration of the further fum of 20% of like money, unto him in hand paid by the faid 7. B. the receipt whereof is hereby acknowledged) Hath demiled and granted, and by, &c. one undivided third part (the whole into three equal parts to be divided) of and in All those messuages, lands and tenements, with their appurtenances, commonly called or known by the several and respective names of, Sc. To bave and to bold the faid third part of the faid meffuage and tenement called L. with the appurtenances, unto the faid J. B. his executors, Ge. for and during the term of 99 years, if the faid E. shall so long

hippen to live; the faid term to commence and begin immediately from two other and after the deaths of W. F. and the faid A. B. Tielding and paying lives. therefore yearly, during the faid term, the fum of 5 s. 8 d. by four even ad equal quarterly payments; And also yielding and paying, upon the death of the faid E. B. (the dying after the commencement of the faid 15th) the fum of 20 s. for and in the name of an heriot or farlieu; Ard Second Ho-Shave and to bold the faid third part of and in all that third part of G. like as the Editionit, late in the tenure of the faid E. M. decoafed, with the ap- first for anofrienances, unto the faid J. B. his executors, administrators or assigns, ther life, hand during the term of 99 years, if the faid A. B. shall so long hap- being of G's in to live; the same term to commence and begin immediately from tenement. dafter the deaths of M. M. and S. B. (son of the said J. B.); Tieldand paying therefore yearly, during the faid term, the fum of 7 l. by the even and equal quarterly payments; And also yielding and paying, son the death of the faid A. B. (he dying after the commencement of the fame term) the fum of 20 s. for and in the name of an heriot of when, (shree other habendums as to V. C. of B. S. for three feveral der lives commencing on death of two other lives, now in being, with they, rents and beriots, as above). And the faid J. B. for himself, Leffee coveexecutors, administrators and affigns, doth covenant, promite, nants, viz. ant and agree to and with the faid H S. his heirs and affigns, by thele to pay reats Mens, in manner and form following; (that is to fay) that he and and heriots, hey shall and will well and truly pay, or cause to be paid, the said seve-trents and heriots hereby reserved, when and as often as the same shall repair to become due and payable; and shall do suit and service to the courts of Lefeveral manors of which the demiled premisses respectively are partth, during the faid terms respectively hereby granted, and during the sme terms shall and will repair the premisses respectively, when and as then as need shall require; And at the ends of the said terms shall and will leave and yield up the fame, so well and sufficiently repaired, having and taking timber on the premisses for such repairs, if there to be found. In Witness, &c.

Money rent heriot. bendum, the

A Leafe from the Bifhop of Durham for three Lives.

Edwenthe right reverend father in God, the right honourable N. by the grace of God, lord bilhop of Durbam, of the one part, and W. R. e the city of L. eig: of the other part, Witneffeth, that the faid restrend father, for and in confideration of the reits and services herein after mentioned, and for divers other good causes and confiderations him thereunto moving, Hath demifed, granted, and to farm letten, and by these presents, for him and his successors, Doth demile, grant, and to firm ler, unto the faid W. R. his heirs and affigns, All that close of palue with the appurtenances, sometime in the occupation of M. C. and and all that meadow close adjoining thereunto, heretofore in the tenureof J. R. and fince demised, among it other things, to T. S. of the city of D. taylor, fituate, lying and being within the township, fields and territories of Darlington, now in the possession of the said W. R. or his affigns; To have and to hold the said parcels of meadow and pasture ground and premisses, with their and every of their appurtenances, unto the said W. R. his heirs and assigns, from the making hereof for and during the natural lives of R. R fon of the faid W. R. aged 15 years, or thereabouts, T. S. of Durham, taylor, aged fifty-five years, or thereabouts, and of T. F. widow, and relict of J. F. late of Hill Close-House near Darlington in the county of Durbam, gent. aged forty-feven years, or thereabouts and during the lives and life of the longest liver of them; Yielding and paying therefore yearly, during the said term, unto the faid reverend father and his successors, or to the receiver general of the faid bishop of D. for the time being, at the exchequer at D. the rent or sum of 12 s. of lawful money of Great Britain, at the feast of the purification of our blessed lady St. Mary the virgin, Pentecost, Lammas, and Martin the bishop in winter, by even and equal portions; And if it shall happen that the said yearly rent or sum of 12 s. or any part thereof, be behind or unpaid by the space of twenty days after any of the said feasts on which the same ought to be paid, that then and from thence forth it shall and may be lawful to and for the said right reverend father, and his successors, into the said demised premisses, or some part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy as in his and their former estate; any thing in these presents contained to the contrary in any wife notwithstanding. And the faid W R. for himself, his heirs and assigns, Doth covenant, grant and agree to and with the faid reverend father, and his fuccessors, that he the faid R. W. his heirs and affigns, shall and will, during the faid term, well and fufficiently preferve, maintain and keep all hedges, ditches and fences belonging to the demifed premisses, and at the end of the faid term yield up the same so well and sufficiently repaired and maintained; And further shall and will, during the said term, duly and truly do and perform unto the faid reverend father and his successors, all fuch customs, duties and services, as for the said demised premises have been accustomed, or of right ought to be done and performed. In Witness, whereof the said parties to these presents have interchangeably set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of

Lesse of a House with proper Exceptions in case of Fire, Storm, or other unavoidable Accidents.

THIS Indenture, made the 20th day of April, in the 29th year, &c, in the year of our Lord 1780, Between C. T. of, &c. of cone part, and J. J. B. of, &c. of the other part, Witneffeth that Parties. wand in consideration of the yearly tent, covenants and agreements wein after referved and contained, on the part and behalf of the faid 7. B. his executors, administrators and assigns, to be paid, kept, me and performed, he the faid C. T. Hath demised, leased, set, and farm letten, and by these presents Doth demise, lease, set, and to m let unto the said J. J. B. his executors, administrators and assigns, that messuage, &c. To have and to hold the said messuage or tene-Habendum. unt, offices, and all and fingular other the premisses herein before deand, with their appurtenances, unto the faid J. J B. his executors, chimitrators and assigns, from the seast of the Annunciation of the More wirgin Mary, now last past, for and during, and unto the full and and term of 21 years, wanting 21 days, from thence next enfuing, indfully to be compleat and ended; Tielding and paying therefore year- Reddendum. and every year, during the faid term of 21 years wanting 21 days, neby demised unto the faid C T. his executors, administrators and gos, the yearly rent or sum of 60 l of lawful money of Great Briin, at the four most usual feasts or days of payment in the year, (that to fay) the feast of St. John the Baptist, St. Michael the Archangel, be birth of our Lord Chrift, and the Annunciation of the bleffed vir-Mary, by even and equal portions; the first payment thereof to igin on the feast of St. John the Baptist now next ensuing; And the id J. J. B. for himself, his executors, administrators and assigns, Covenant for or covenant, promise and agree to and with the said C. T. his exe- payment of corors, administrators and affigns, by these presents in manner and form rent. following, (that is to fay) that he the faid J J. B. his executors, administratorsors and assigns shall and will, yearly and every year during the faid term demised, except as herein after excepted, (a) well and truly 127, or cause to be paid unto the said C. T. his executors, administraters and affigure, the faid yearly rent or fum of 60%, of lawful money d Great Britain, on the fealls or days of payment in the year before

mentioned.

⁽a) The exception against fire or tempest, or other unavoidable accidents should be excepted either by way of reference or in terms, as well in the covenant for pyment of rent as in that for repairs as otherwise, although by excepting it in the covenant for repairs the leffee will be discharged from repairing in such cases, In he will still be liable to the payment of rent under the covenant for that pur-Jek.

To keep . premisses in repair.

mentioned, according to the refervation thereof aforefaid, and the true meaning of these presents; And that he the said J. J. B. his executors, administrators and assigns, or some of them, at his, their, or some of their own proper costs and charges, shall and will well and sufficiently repair, support, sustain, maintain, amend, and keep the said messuage or tenement and premisses hereby demised, with the appurtenances, in, by, and with all and all manner of needful and necessary reparations and amendments whatforver, and shall and will in like manner, glaze, pave, purge, empty, scour, cleanse, amend, maintain, and keep all the glass windows, pavements, privics, finks, gutters, wydraughts and water courses thereunto belonging, and that from time to time, and at all times during the faid term, when, where, and as often as need or occasion shall be or require, (the repairing of rebuilding the faid mesfuage or tenement and premisses in case the same or any part thereof shall happen to be burnt down, blown up, demolished, or damnified by, or by the reason of fire or tempest, or unavoidable accident, at any time or times during the faid term excepted), and shall and will paint the said melluage or tenement and offices infide and out twice during the faid terns of 21 years wanting 21 days; and the said messuage or tenement and offices, with all the glass windows, pavement, privies, finks, gutters, water-courses and wydraughts thereunto belonging, being so well and fufficiently repaired, supported, upholden, sustained, maintained, paved, purged, emptied, scoured, amended and kept (except as before excepted) at the end and expiration of the faid term hereby letten, or other sooner determination of these presents, which shall first happen, unto the said C. T. his executors, administrators and assigns, shall and will peaceably and quietly leave, furrender, and yield up, together with all and fingular the wainfcot partitions, window flutters, locks, bolts, bars, and other things mentioned and expressed in the schedule hereunder written in as good case and condition as the same now are (reasonsble use and wearing thereof in the mean time only excepted) And that it shall and may be lawful to and for the said C. T. his executors, adminiffrators and affigns, with workmen and others, in his or their company or companies, or without, twice or oftner in every year, during the faid term hereby demised, at seasonable times, in the day-time, to enter and come into and upon the faid demifed premisses, or any part thereof, to view, fearch, and fee the state and condition of the same, and of the want of reparation and amendments thereof, and of all defaults, decays, and wants of reparations, which, upon any view or views shall be found, to give or leave notice or warning thereof at the faid demifed premises unto and for the faid J. J. B. his executors, administrators or assigns, to repair and amend the same within the time and space of 3 months next after such notice or warning thereof shall be given or left as aforesaid, within which said time and space of 3 months, he the said J. B. for himself, his executors, administrators and assigns, doth hereby covenant, promise and agree to and with the faid C T his executors, administrators and assigns, to repair and amend all such defaults and wants of reparations accordingly. Provided always, that if it Mhall happen the faid yearly rent of 60% herein before reserved shall be behind or unpaid, in part or in all, by the space of 40 days ment over or after either of the faid feaths or days of payment on which the fame ought to be paid as aforefaid, (being lawfully demanded) that then and in fuch

and yield the fame up at the end of term.

Liberty to enter and view the flate of repairs.

Proviso of te-entry.

k, a shall and may be lawful to and for the said C. T. his executors. militators and assigns, into the said demised premisses, or any part rof, in the name of the whole, wholly to re-enter, and the same to have , retain, re-posses and enjoy, as in his, or their first and former estate, the faid J. J. B. his executors, administrators and affigns, and all roccupiers of the premisses thereout and from thence utterly to expel, out and amove; this indenture or any thing herein before contained he contrary thereof in any wife notwithstanding; And the said C. T. Quiet enjoyhimself, his executors, administrators and assigns, Doth covenant, ment. mile and agree to and with the faid J. J. B. his executors, admiprors and affigues, by these presents, in manner and form following, k is to fay) that he the said J. J. B. his executors, administrators latigns, well and truly paying the faid yearly rent of 60% in manner le same is herein before reserved, and observing, performing, fulgand keeping all and fingular the covenants, clauses and agreen herein before contained, on his and their parts and behalf, to be med, performed and kept, according to the true intent and meaning hele presents, shall and lawfully may peaceably and quietly, have, , ule, occupy, possess and enjoy the said messuage or tenements foffices, and all and fingular other the premisses herein before demiswith the appurienances, for and during all the faid term of 21 years granted, without the lawful let, fuit, trouble, eviction, or intion of, or by the faid C. T. his executors, administrators or as-, or any other person or persons claiming, or to claim, by, from, iller him or them, or by or through his or their acts, rights, privity tocusement. In Witness, &c.

for a Man and his Wife (it being the Wife's Houfe) for 21 Years. determinable by Leffor or Leffee at 7 or 14 Years, at a certain Rent, free from Taxes, except a Proportion of the Watch Tax.—A Covenant to insure by Lessee, and a Proviso that Lessee is not to be answerable for Accidents by Fire, or to pay Rent till Premisses are rebuilt, with other Accial Covenants.

THIS Indenture, made the day of in the 28th year, &c. and in the year of our Lord 1788, Between R. B. $\mathcal{C}_{\mathcal{L}}$ gentleman, and M his wife, of the one part, and \mathcal{T}_{*} M of, k. gentleman, of the other part, Witneffeth, that for and in conside. Parties tion of the rents, covenants and agreements herein after referved and mained on the past and behalf of the faid T. M. his executors, ad- Confideration. militators and assigns, to be paid, observed and performed, they the R. B. and M. his wife, Have, and each of them Hath demised, Demise. led, and to farm let, and by these presents. Do and each of them demife, lease, and to farm let, unto the said J. M. his executors, Parcele. houses.

General words.

Easendum determinable at the first 7 or 14 years.

Reddendum,

free from taxes name to for lighting, which is to be borne in proportion.

Covenant for payment of rents free from taxes, and to any rr. in the pound for watch, Uc. taxes, but fubject to a proviso in case of fire.

To repair but rot to expend more than a certain fum in lo doing.

houses, yards, cellars, solars, areas, pavements, finks, drains, ways, paffages, waters, water-courses, light, easements, profits, commodities, advantages, rights, members, fixtures and appurtenances whatfoever to the faid messuage or tenement and premisses belonging, or in any wise appertaining, or therewith usually held, used, occupied or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof, To have and to hold the faid meffuage or tenement, yard and premises hereby demised, or meant or intended so to be, with the appurtenances, unto the faid T. M. his executors, administrators and affigus, from the 25th day of March last, for and during, and unto the full end and term of '21 years from thence next enfoing, and fully to be compleat and ended: subject nevertheless to the proviso herein after contained for determining the same term, at the expiration of the first seven or fourteen years thereof; Tielding and Paying therefore yearly and every year, during the faid term, (except as herein after is excepted) unto the faid R. B. and M. his wife, and the heirs and affigns of the faid M. the yearly rent or fum of 50 l. of lawful money of Great Britain, at or upon the four most usual feasts or days of payment in the year, (that is to fay) the fealts of St. John the Baptist, St. Michael the Archangel, the birth of our Lord Christ, and the Annunciation of the bleffed virgin Mary, in every year, by even and equal portions; the first payment thereof to begin and be made on the feast of St. John the Baptist next ensuing the date of these presents; the said rent to be paid free and clear from all taxes, charges, affessments, payments and imper tions whatfoever, parliamentary or otherwife; howfoever the charges or affeliments raifed upon the inhabitants of the faid street or place of - for the purpose of watching, lighting and cleansing the same only excepted, towards the payment of which charges and affeilments the field T. M. his executors, administrators or assigns, is, or are to pay one thilling in each pound yearly, in addition to such pound sterling of the rent hereby referved, and the relidue or remainder of the faid charges or affeliments for lighting, watching and cleanfing the faid street, (if any there shall be) to be paid by the said R. B. and M. his wife, her heirs or affigus; And the faid J. M. for himself, his heirs, executors, administrators and assigns, Doth covenant, promise and agree to and with the flid R. B. and M. his wife, her heirs and affigns, by thefe presents, in manner following, (that is to say) that he the T. M. his executors, administrators or assigns, shall and will from time to time, and at all times herein after during the continuance of this demife, well and truly pay, or cause to be paid unto the said R. B. and M. his wife, her heirs and affigns, the faid yearly rent or fum of 50 l. herein before referved, at or upon the feveral fealts or days herein before appointed for payment thereof, free and clear of all taxes, charges, affellments, payments and impositions: and also the sum of is in addition to each pound flerling of the faid referred rent, towards lighting, cleaning, watching and cleanfing as aforefaid, according to the purport, true intent, and meaning of these presents, subject to a proviso herein after contained, in case of accidents by fire; And further, that he the said T. M. his executors, administrators and affigns, shall and will, at his and their own proper coffs and charges, well and fufficiently repair, support, uphold, ma ntain, fulfain, pave, glaze, tile, cleanse, empty, pale, amend, and keep the faid meffuage or tenement and premelfes hereby demiled,

demiled, or mentioned, or intended so to be, and every part thereof, is, by, and with all and all manner of needful and necessary reparatias and amendments what soever, when, where, and as often as need reccasion shall be or require, during the continuance of this term hereby granted, so as the said T. M. his executors, administrators and igns be not obliged to expend more than the fum of -- l. in such carations, in the whole, in any one year. And the faid meffuage or At end of mement, and all other the fild hereby demised premisses, being so well term to surd sufficiently repaired, upholden, supported, sustained, maintained, render up med, glazed, tiled, cleansed, emptied, amended and kept, subject to premisses and roviloes and agreements in that behalf herein after contained, at fixtures. e end or other sooner determination of the said term of 21 years, all and will, peaceably and quietly leave, furrender, and yield up unthe faid R. B and M. his wife, her heirs or affigns, together with all unfeots, partitions, thelves, cupboards, dreffers, locks, keys, bolts, ma barns and other things now belonging or affixed to the faid hereby builed premifics, or any part thereof, in as good state and condition the fame now are, (unavoidable accidents by fire, tempelt, or otheric, and reasonable use and wearing thereof in the mean time only exspeed); And also that it shall and may be lawful to and for the said Liberty for B. and M. his wife, with workmen and others in her or their com- leffor to enter my or without, twice or oftner in every year during the faid term, at and view the presient times, in the day-time, at his or their free will or pleafure, pairs, tour and come into and upon the faid demifed premisses, or any part anof, to view, search, and see the state and condition thereof, and all such decays and want of repair as shall be then and there found, give or leave notice or warning at the faid demised premises, unto and to give to for the faid T. M. his executors, administrators or assigns, to repair notice of stamend the fame within the space of three calendar months next ca- fach. ing the date of fuch notice; within which faid space of three months, the laid T. M. for himself, his executors, administrators and alligns, And lessee both hereby covenant and agree to and with the faid R. M. and M. his covenants to te, her heirs and assigns, that he the said T. M. his executors, admito a certain drators or assigns, shall and will repair and amend the same according- sum. to the amount of the faid fum of -- I annually. And further, at he the faid T. M. his executors, administrators or aingns, shall Con nant by ad will within _____ days from the date of thele prefents, at his and leffec to inher own proper coils, but in the name or names of the faid R B. and fure premiffes Ins wife, her heirs and affigns, well and truly take out a policy of in the name brance at the office of the fociety or company of the Sun Fire Office, the insurance against losses by fire, in such manner that the said mesage or tenement and premiffes hereby deniffed or expressed, and inhare to the amount of _____ /. during the continuance of the faid term areby demifed; and also shall produce whenever called upon or require the receipts, d by the faid R. B. and M. his wife, her heirs and affigns, the receipt receipts which shall or may have been given to the said T. M his executors, administrators and assigns, by the said society or company of marance against fire, as acknowledgments and acquittances for the payment of the faid infurance money by the faid T. M. his executors, adantirators and affigns, and do all other things which may be reason My required for enabling the faid R. B. and M. his wife, her heus at

repair fame . '

of leffore,

and produce

and to pay all taxes on fuch infurance.

Not to permit certain trades without licence.

And no suction to be made without confent.

Power of entry.

Proviso that beffee is not to be answerable for accidents by fire;

nor bound to

or be at expence of party walls. But lesfor to bear out of the fum infured. To pay expences of party walls.

assigns, to recover and receive the sums of money so insured; and also shall and will pay all taxes or duties which now are or may hereafter be laid or imposed on such policy of insurance, or sums of money incurred by parliament or otherwise: And also, that he the faid T. M. his executors, administrators or assigns, shall not, at any time or times during the term hereby granted, permit or suffer any person or persons whomsoews, to inhabit or dwell in the faid meffuage or tenement, and premiffes, or in any part thereof, who use or exercise therein or thereupon, the trades hereinafter mentioned, (that is to fay) the trade of butcher, flaughterman, tallow chandler, melter of tallow, foap-maker, tobacco-pikemaker, tobacco-burner, smith, sugar-baker, fell monger, dyer, distiller, farrier, blacksmith, or common brewer, or any of them, without the special licence of the said R. B. and M. his wife, her heirs or affigns for that purpole, first had and obtained, in writing, under his or their hands and feals, attefted by two or more credible witnesses. that no auction or public fale of goods, commodities, furniture or wearing apparel, shall be made in the faid messuage or renement, and premisses, or any part thereof, without such special license or consent, to be had in manner and form following as above expressed: Provided aleways, that if it shall happen the said yearly rent of 50 %, or the said fum of ts. on each pound sterling of the said reserved rent, shall be behind or unpaid in part or in all, by the space of 21 days after any of the feasts or days on which the same ought to be paid as aforesaid, (being lawfully demanded) that then it shall and may be lawful to and for R. B. and M. his wife, her heirs or assigns, into the said messuage or tenement, and premisses, hereby demised, or any part thereof, in the name of the whole to re-enter, and the same to have again, retain, repossess and enjoy, as in his, her and their first and former estate, and interest therein, and upon such entry made, these presents, and the demife hereby made, and every thing herein contained to the contrary notwithstanding, shall be void and of no effect: Provided always, severtheless, and it is hereby covenanted and agreed, by and between the faid parties, that he the faid T. M. his executors, administrators or affigns, shall not be charged or chargeable with or answerable for any fuch accidents by fire, which shall happen to the said hereby demised premisses, during the continuance of this demise, or shall destroy the fame premisses, or so damage the same, as to render the said messuage, or any part thereof uninhabitable, nor shall be bound or compellable to be at the expence of any rebuilding which shall become necessary by reafon or in consequence of any such accident by fire, or by reason or in consequence of any of the party walls of the said messuage being pulled down, or rebuilt in pursuance or by force of any act of parliament now in force, or hereafter to be passed, respecting the regulation of building and party-walls, but that fuch accidents by fire, to far as they respect the same demised premisses, shall be borne by the said B. and M. his wife, his heirs or affigns, out of the faid term fo infured or otherwife, and he, she, and they, shall be at the sole expence of the repairs or rebuildings which shall become necessary in consequence of any such accidents, as well as all expences which shall attend such pulling down and rebuilding any fach party-wall, purfuant to any fuch act as aforefaid, and all repairs which shall become necessary in consequence thereof: And alle, that when and as often as any fuch accident shall happen by fire,

e, as shall render the faid messuage or tenement, and premisses hereby ifed, or any part thereof uninhabitable, the faid T. M. his execuadministrators and assigns, shall not be bound or compellable to pay sent or taxes for the same hereby demised premisses, or any part tal, for, or in respect of such time (if any) as shall clapse or intrebetween such of the quarterly days of payment next after which shid demiled meffuage and premiffes, or fuch part thereof as shall have • to damaged, shall be re-instated and put again into an habitable of repair, by and at the costs and charges of the said R. B. and his wife, her heirs or assigns, out of the said sum so insured, or prwife, as aforefaid: And the faid R. B for himself, his heirs, exc Covernme for prs, administrators and assigns, and for the said M. his wife, Dalb quiet enjoyby covenant, promise and agree, to and with the said T. M. his exc- ment. us, administrators and assigns, paying the faid yearly rent hereby sted, and the faid fam of x s. in each pound as aforefaid, and perbing, fulfilling and keeping; all and fingular the covenants, claufes, nices and agreements herein contained, which, on his and their and behalfs, are and ought to be paid, kept, done and performed, prding to the true intent and meaning of these presents, that he the 7. 4. his executors, administrators and affigns, shall, and lawfully peaceably and quietly have, hold, use, occupy, possess and enthe faid meffuage or tenement, and other the premises hereby deor expressed or intended so to be, and every part thereof during that term of twenty-one years, without any let, suit, trouble, deeviction or interruption of the faid R. B. his heirs and assigns, or n faid M. his wife, or any of them, or of or by any other person exfons lawfully claiming or to claim, for him or in trust for him, nor any of them. Provided always, and it is hereby declared and Provide for lefbed by and between the faid parties to these presents, that in case see to determine laid T. M. his executors, administrators or assigns, shall be desi- the term at the sat the end of the first seven years or at the end of the sirst sourteen end of the first ars of the faid term of twenty one years, to leave, quit and vield up le faid meffrage or tenement and premisses hereby demised, and of such or their defire shall give or leave notice or warning in writing to or the faid R. B. and M. his wife her heirs or affigns, three calendar miths or more, before the end of the first seven years, or three calenmonths before the end of the field fourteen years of the faid term of penty-one years, and payment of all rent and arrears of rent, taxes d duties, and after performance of the covenants on the part of the d T. M. his executors, administrators and affigns, to be paid and formed up to the expiration of the first seven years, or to the expiraacf the first fourteen years of the faid term, at which foever of those stock, fuch defire may be expressed; Or in case the said R. B. and bis wife, her heirs and affigns shall be delirous at the end of the first feven years or at the end of the first fourteen years of the faid of twenty-one years, that he the faid T. M. his executors, admitrators or affigns, should leave, quit and yield up the frid meffunge tenement and premisses hereby demissed, and of such his or their dethall give or leave notice or warning in writing, to or for the faid his executors, administrators or assigns three calendar months we or less, before the end and expiration of the said first seven years, witness calendar months or more before the end and expiration of the

7 or years on potice.

The like for

Agreement in tice for leffor or any person authorized by them to enter and put up a bill for letting the premiffes;

first fourteen years of the said term, at which soever of these periods fuch desire may be expressed, then and in either of these cases this indenture and the term hereby demised, and every clause and sentence herein contained, shall cease, determine and be utterly void, any thing herein contained to the contrary thereof in any wife notwithstanding. And lastly, it is hereby agreed by and between the said parties, that in case of such no- case the said T. M. his executors, administrators or assigns, shall give notice or leave, quit or yield up the faid meffuage or tenement and premisses hereby demised, at the end of the first seven years, or at the end of the first fourteen years of the said term of twenty-one years, in manner and form as above expressed, then and in such case the said T. M. for himfelf, his executors, administrators and affigns, doth hereby covenant, promise and agree to and with the said R B. and M. his wife, her heirs and assigns, that it shall and may be lawful to and for the said R. B. and M. his wife, her heirs and affigns, or any person authorised by writing under his, her or their hands, after such notice given as above expressed, in the day time, at his or their free will and pleasure to enter and come into and upon the faid demifed premisses, for the purpose of putting up and affixing in fuch convenient place or places of the faid messuage or tenement and premisses, as he or they shall fix upon or determine, a bill or bills, notice or notices in writing, expressing or purporting that the said messuage or tenement and premisses are to be let or fold, or in any other manner disposed of; And that he the said T. M. his executors, administrators and affigns, shall not take or pull down fuch bill or bills, notice or notices in writing, but permit the fame to remain in such place or places as the said R. P. and M. his wife, her heirs or affigns or fuch person authorised by him or them as above, shall have fixed them. In Witness, &c.

And leffee not to pull it down.

> * Reversionary Lease by a Tenant for Life by virtue of a Power in 🛋 A& of Parliament.

Parties. Confideration.

HIS Indenture, made the 24th day of November, in the 29th year, &c. And in the year of our Lord 1789. Between W. D. of the one part, and S. R. of, &c. of the other part, Witnessell that in pursuance and by virtue of an act of parliament made and passe - year of the reign of his present majesty king George the Third, entitled an act to enable W. D. of, &c. to grant reversionar leases of his leasehold estates in, &c. And for and in consideration the the faid S R, hath agreed to lay out the fum of 300 I, in good at substantial repairs of the messuage, or tenement and premisses hereing ter mentioned to be hereby demifed. And also in consideration of the rents, covenants, conditions and agreements herein-after mentioned the part and behalf of the faid S. R. his executors, administrators and

aligns, to be paid, done and performed, he the faid W. D. Hath de- Demise. mifed, leased, set and to sarm let, and by these presents Doth demise, kale, set and to farm let unto the said S. R. All that, &c. And all vays, passages, lights, easements, profits, commodities, advantages General words. and appurtenances what foever, to the faid premisses belonging or in any wife appertaining, (except nevertheless and always reserved out of this present demise, the free passage and running of water and soil coming of drain. and from the other houses and tenements of the said W. D. and his wher tenants in the said, &c. in, by and through the channels and drains belonging to the faid demifed premission, as hath been formerly and, such other tenant or tenants on reasonable request paying his, her and their shares and proportions of the charges of cleansing and repairing the same as often as need shall require.) To have and to bold the Habendum. id messuage or tenement and all and singular other the premisses herendemised, or intended to be hereby demised, with their and every of Their appurtenances (except before excepted) unto the faid S. R. his executors, administrators and assigns, from the feast of the Annunciaion of the Bleffed Virgin Mary, which will be in the year of our Lord 1799, for and during the term of twenty-nine years, eleven months and twenty four days from thence next enfuing and fully to be compleat and ended, if the faid S. R. his executors, administrators and assigns hall so long pay, perform and keep the rents, covenants and agreements pereinafter in these presents on his and their parts reserved and conpined, and Tielding and paying therefore yearly and every year, duting Reddendum. term of twenty-nine years, part of the said term of twenty-nine sears, eleven months and twenty-four days hereby granted, unto the id W. D. or his assigns, or unto the person or persons who for the time being shall be entitled to the immediate reversion of the said premisses, beeby demised, expectant on the said term hereby granted, the rent or fum of 50 l. of lawful money of Great-Britain, at or upon the four most usual leasts or days of payment of rent in the year, that is to say, the feast of the nativity of St. John the Baptist, St. Michael the Archangel, the birth of our Lord Christ, and the annunciation of the Bidled Virgin Mary; by even and equal quarterly payments in every year, the first payment thereof to begin and be made at or upon the feat day of the nativity of St John the Baptist, which will be in the year Gur Lord 1789. And also yielding and paying for the said eleven months and twenty-four days, refidue of the faid term hereby granted anto the faid W. D. and his affigns, or unto the person or persons who hall be intitled in reversion as aforesaid, the rent or sum of 50 l. of such good and lawful money as aforefaid, by two equal portions, the first symient thereof to be made at, or upon the feast of St. Michael the Archangel, which will be in the year of our Lord 1828, the last payment thereof at, or upon the feast of the birth of our Lord Christ, which. will be in the fame year 1828. And the faid S. R. for himself, his exe- Covenant for cours, administrators and assigns, in and by these presents. doth cove- paymentotrens. pant, promise and agree, to and with the said W. D. his executors, administrators and assigns, in manner and form following, (that is to by,) that he the said S. R. his executors, administrators and assigns, hall and will, from time to time, during the continuance of this prefent denule, well and truly pay, or cause to be paid unto the said W. D. or his affigne, or the person or persons who shall for the time being be in-VOL V. titled

Exception of a

Farther Reddendum.

And leffee for payment of land tax and other

To lay est 300 % in repairs.

To repair.

Power for leffor to fet up landmarks.

Leffor to enter

eitled in reversion as aforesaid, the said rents or sums of 50% and 50% at the days and times, and in the proportions, manner and form berein beforementioned, limited and appointed for payment thereof respectively, according to the true intent and meaning of these presents. And also that he the said S. R. his executors, administrators and assigns, shall and will, from time to time, and at all times during the continuance of the term hereby granted, bear, pay and discharge the land tax, and all other taxes, rates, duties and affeffments of what nature or kind foever, whether parliamentary or parochial, imposed or charged, or which at any time during the continuance of the term hereby granted, shall be imposed or charged, on the said demised premises or any part thereof, or upon the landlord for the time being on account thereof, or of the said rents reserved for the same. And also that the said S. R. his executors, administrators and assigns, or some or one of them shall and will, during the continuance of the faid term hereby granted, in a good, substantial and workmanlike manner, and to the good liking and satisfaction of the faid W. D. or of the person or persons who shall for the time being, be intitled to the freehold and inheritance of the faid hereby demifed premisses, lay out and expend the sum of 3001. in repairing. upholding or otherwise preserving the faid messuages or tenements and premisses hereby demised. And also, that he the said S. R. his executors, administrators and affigns, or some or one of them shall and will, at his, their, or fome or one of their proper colls and charges, well and sufficiently, from time to time and at all times, from and immediately after the commencement of the faid term of twenty nine years, eleven months and twenty-four days, hereby granted, repair, uphold, support, maintain, sustain, amend and keep, as well the said messuage or tenement, erections and buildings hereby demifed, or any part thereof, And also, all houses, out-houses, walls and other erections and buildings that at any time within the faid term of twenty-nine years, eleven months and twenty-four days hereby granted, shall be thereupon erected and built, in, by and with all and all manner of needful and necessary reparations and amendments whatfoever. And that he the faid S. R. his executors, administrators and assigns, shall and will peaceably and quietly leave, furrender and yield up the fame, so well and sufficiently supported, upholded, repaired, amended and kept, at the end, expiration or other fooner determination of the faid term of twenty-nine years, eleven months and twenty-four days, hereby mentioned. And further, that it shall and may be lawful to and for the person or persons, who for the time being shall be intitled to the freehold and inheritance of the hereby demifed premisses, from time to time, and at all times during the faid term hereby granted, to enter into and upon the premisses hereby demited, or to any part thereof, to set up or place any land marks or boundaries. And further, that it shall and may be lawful to and for the faid 19. D. and his affigns, and the person or persons for the time being intitled to the immediate reversion of the premiffes hereby demifed expectant on the determination of the term of twenty-nine years, eleven months and twenty-four days, hereby granted, and his and their agent or agents for the time being, and Hkewife to and for the person or persons who for the time being shall be intitled to the freehold and inheritance of the same premisses, with workmen or others, in his, their or any of their company or without, at convenient times in the day time, twice or oftener in every year, yearly, during the faid term hereby granted, to enter and come into suppose all and every the premisses hereby demised or any part thereof, here to view, fearch and fee the state and condition of the reparations the fame, and of all defects, decays, and wants of reparations which To give notice en and there shall be found in the house, erections, buildings and of want of thereon already built, or which shall be thereupon erected and repair. to give or leave notice or warning thereof, at the faid demised miffes to and for the faid S. R. his executors, administrators and By leffee to ms, to repair and amend the same within the space and time of three repair. with next after every such notice or warning shall be so given or left aforefaid, within which faid time and space of three months he the faid R. for himself, his executors, administrators and assigns, doth covenant, mileand agree to and with the faid W. D. his executors, administrators affigns, by these presents, well and sufficiently to repair, support, uphold. missain and amend all defaults and lacks of reparations, and that from time ine, as often as any fuch view shall be made, and notice or warning n or left as aforesaid. And moreover, that he the said S. R. his execu. To insure. a, administrators and assigns, shall and will, at his and their own proreolls and charges within forty days after the commencement of the term of twenty-nine years, eleven months and twenty-four days, sby granted, and from time to time, and at all times afterwards ing the continuance of the same term, at his and their own costs charges insure and keep insured against damage by fire, the mese, tenement, and all and singular the buildings hereby demised and other buildings which shall or may hereafter be erected and built Some one of the offices in the cities of London or Westminster for innance of houses and buildings, from such damage as aforesaid. And Not to do any ribermore, that he the said S. R. his executors, administrators and damage. igns shall not or will, at any time during the term hereby grant-, do, or wittingly or willingly cause or suffer any act or thing to done in or upon the faid demised premisses or any part thereof, which ly be or grow to the annoyance, grievance or diffurbance of the faid D. or his assigns, or the person or persons who shall for the time ing be intitled to the immediate reversion of the premisses hereby defed, expectant as aforesaid, or his or their other tenants in the parish Provided always, that if it shall happen the said tents of Power of re-I and 50 I hereby before referved, or any part thereof respectively entry in default all be behind, or unpaid in part or in all, by the space of forty days of payment of at orer or after any of the said days whereon the same ought to be rent, or suffer-id as aforesaid, contrary to the true intent and meaning of these trades to be carelents, or if the faid S. R. his executors, administrators or assigns, ried on in said all permit or fuffer any person or persons to inhabit or dwell in the premisses. demifed premisses or any part thereof during the continuance of e said term, who shall therein use or follow the trade of a brewer, ker, vintner, victualler, butcher, fish-monger, fruiteter, herb feller, gaio-keeper, coffee-house-keeper, distiller, dyer, brazier, smith, mer, pipe burner, melter of tallow, tallow-chandler, or to any sion or persons to make auction or public sales of household goods, khout a licence first had and obtained in writing under the hand or ands of the said W. D. or the person or persons, who shall for the me being, be intitled to the immediate reversion of the premisses herey demiled as aforefaid, or shall do or onic to do any as, matter or Q 2

By leffer for leffers quiet en syment.

thing in breach or non-performance of all or any of the covenants, conditions and agreements in these presents contained, on the part and behalf of him the faid S. R. his executors, administrators and affigns, to be performed and kept, then and from thenceforth it shall and may be lawful to and for the said W. D or the person or persons for the time being, entitled to the rent hereby referved into the premiffes hereby demised or any part thereof in the name of the whole, wholly to re-enter, and the said & R. his executors, administrators and asfigns, and all other possessions and occupiers thereof, thereout and from thenceforth utterly to expel, put out and remove, any thing herein contained to the contrary thereof in any wife not withflanding. And the faid W. D. for himfelf, his executors, administrators and assigns, doth covenant promife and agree to and with the faid S. R. his executors, administrators and assigns, by these presents, that it shall and may be lawful to and for the said S. R. his executors, administrators and affigns, paying the rent hereby before referred, and performing, fulfilling and keeping the covenants, claufes and agreements hereinbefore referved, mentioned and contained on his and their parts to be paid, kept, done and performed, peaceably and quietly, to have, hold, occupy, possess and enjoy the said messuage, dwelling house or tenement, and all and fingular other the premisses hereby demised, and every part or parcel thereof, with their and every of their rights, members and appurtenances for and during the faid term of twenty nine years, eleven months and twenty-four days, hereby granted, without any lawful let, fuit, trouble, extinction, interruption or molestation of, or by him the said W. D. his heirs and assigns, or of or by any other person or persons claiming or to claim, by, from or under him, them or any of them, or by, from or under W. J. late of or C. D. late of, ---- respectively, deceased, or either of them. In Witness, &c.

Another Leafe of a House to begin at a future Time, on laying out Money
in Repairs, with other special Covenants.

Parties.

Confideration

THIS Indenture, made the 16th day of December in the 25th year of the reign of our fovereign lord George the Third, by the grace of God of Great Britair, France and Ireland, king, defender of the faith, and so forth, and in the year of our Lord 1785, Between J. R. of ______ in the county of _____ of the one part, and K. W. of, &c. of the other part, Wineffeth, that for and in consideration of the sum of 39 l. 16 s. of lawful money of Great Britain, in hand paid by the said J. W. unto the said J. R. at and before the saing and delivery of these presents, for or in the name of a sine, the receipt whereof he the said J. R. doth hereby acknowledge; And also for and in consideration of the sum of 99 l. of like lawful money, to be laid out and expended by the said K. W. his executors, administrators or assigns.

allows, in doing such substantial repairs as are necessary to be done in and upon the meffuage or tenement and premisfes by these presents demiled; And also for and in consideration of the yearly rents, covenants. conditions, providoes and agreements herein after referred, mentioned and contained, by and on the part and behalf of the faid K. W. his executors, administrators and affigns, to be paid, done and performed; Hethe faid J. R. Hath demised, leased, set, and to farm letter, and by these presents Doth demise, lease, set, and to farm let, unto the field K. W. his executors, administrators and assigns, All that messuage, Parcels and ge-Ce. together with all ways, waters, water-courfes, lights, easements, neral words. profits, commodities and appurtenances whatfoever to the faid meffuage or semement and premission belonging, or in any wife appertaining; To Habendum. bove and to hold the faid meffuage or tenement, with the appurtenances hereby demised, unto the said J. W. his executors, administrators and affigns, from the 25th day of September which will be in the year of our Lord 1780, for and during, and unto the full end and term of 21 years and one quarter of a year, from thence next enfuing and fully to be compleat and ended; Yielding and paying therefore yearly and every Reddendum. year during the faid term of 21 years and one quarter of a year hereby demised, unto the faid J. R. his heirs and affigns, at or in the common dining-hall of Lincoln's Inn, in the faid county of Middlefex, the clear yearly rent or fum of 30 l. of lawful money of Great Britain, at or on the four most usual days of payment in the year, (that is to say) the 25th of December, the 25th of March, the 24th of June, and the 29th of September, by even and equal portions, in clear money, without any manner of defalcations, deductions or abatements, to be made thereout for or in respect of the land-tax or any other tax, rate, insurancemoney, or other requifites or charges whatfoever, parliamentary or otherwise howsoever; the first payment thereof to begin and be made on the 25th day of December which will be in the year of our Lord 1780; And also vielding and paying therefore yearly and every year during the Further redeceterm aforesaid, or such part as shall be then unexpired, unto the said J. dum on asing R. his heirs and affigns, the further yearly rent or fum of 50% of law- particular ful money of Great Britain, clear of all parliamentary and other taxes, trades. charges, and deductions whattoever, on the four most usual days of payment in the year, by even and equal portions, in case a common brewer, tallow-chandler or melter of tallow, foap boiler, tobacco-pipemakes or burner, baker, butcher, dyer, dreffer or feller of flax or bemp, blacksmith, victualler or retailer of beer, ale, or spirituous liquors, distiller, pewterer, brazier, tin-worker, slaughterer, farrier, wash-stillers, hagnio keeper, auctioneer, or any of them, or any other anisome or nauseous or offensive trade, mystery, or occupation shall be fet up, used or exercised on the said premuses hereby demised, or on any part thereof, contrary to the covenant hereio after mentioned; the first payment of which said rent of 50% to begin and be made on the first of the faid days of payment which shall next happen after any such trades, mysteries, or occupations shall be set up, used, and exercised on the faid demifed premisses, or on any part thereof. And the faid K. Covenant W. for himself, his executors, administrators and assigns, doth cover pay rent, man, promise and agree to and with the faid J. R. his heirs and affigns, by these presents, that he the said K. W. his executors, administrators and aligns, shall and will well and truly pay, or cause to be paid unto

To pay 50 l. more in case of fatting up perticular trades on the premiss.

To re-enter on nen-payment of rent or the further rent, in case of using trades.

To lay money out and keep the premifies in repair,

and produce vouchers for the money laid out. the faid J. R. his beirs and affigns, yearly and every year during the said term of at years and one quarter of a year thereby demised, the faid rent or fum of 30 l. without any manner of defulcations, deductions or abatements whatfoever, parliamentary or otherwise howfoever, upon the days and at the place herein before appointed for the payment thereof according to the true intent and meaning of these presents; And also, shall and will well and truly pay, or cause to be paid unto the faid J. R. his heirs or assigns, the faid further rent of 50 l. per annum, free from all taxes as aforesaid, in case any of the trades, mysteries, or occupations herein before mentioned, shall be set up, used, and exercised on the said premisses mentioned to be hereby demised, or on any part thereof, contrary to the covenant herein after mentioned, according to the refervation aforefaid, and the true intent and meaning of these presents; Provided always, and upon condition nevertheless, that if the said rent or sum of 30% herein before reserved, or the sursher rent of 50 l. per annum in case any of the trades, mysleries, or occupations herein before mentioned shall be set up, or exercised on the said demised premisses, or any part thereof, contrary to the covenant herein after mentioned, or either of them, or any part of them, or either of them, shall be behind or unpaid, in part or in all, by the space of 21 days next over or after any or either of the faid days of payment whereon the same is appointed to be paid, at the place of payment as aforefaid, or if the faid K. W. his executors or administrators, do, or shall leafe, demife, assign, or set over this present indenture of leafe or the aforesaid premisses, for all or any part of the said term, to any person or persons whatsoever, without the special licence and consent of the faid J. R. his heirs or assigns, for that purpose first had and obtained to writing under his or their hand and feal, or hands and feals, that then and from thenceforth, in any or either of the said cases, it shall and may be lawful to and for the faid 7. R. his heirs or assigns, into and upon the said messuage or tenement and premisses hereby demised, or any part thereof, in the name of the whole, to re-enter, and the fame to have again, reposses and enjoy, in the same manner as if these presents had never been made and executed; and the said K. W. his executors, administrators and affigns, and his and their under tenants and occupiers of the faid premisses, and every part thereof, from thence utterly to expel, put out and amove, any thing in these presents contained to the contrary thereof in any wife notwithstanding; And the faid K. W. for himself, his executors, administrators and assigns, doth covenant, promise and agree to and with the said J. R. his heirs and assigns, by these presents, in manner and form following, (that is to fay) that he the faid J. W. his executors administrators and assigns; shall and will within the time or space of three years from the commencement of this demile, lay out and expend the faid fum of 99% according to the agreement hereby made, in the most necessary and substantial repairs of the said messuage or tenement and premisses hereby den ised, and shall and will, at the end of the said term of 3 years, produce or shew unto the said J. R his executors, heirs or assigns, or to fuch surveyor as thall be by him or them appointed, the bills or vouchers for the payment of so much money laid out and expended in such repairs, to the satisfaction of such surveyor or agent, that the said fum of money hath been truly laid out and expended according to the agreement

agreement hereby made; And also shall and will, at his and their own To keep in reproper costs and charges, from time to time, and at all times during Pair, the faid term hereby granted, well and sufficiently repair the said melfage or tenement and premisses hereby demised, together with all the ghis windows, leaden gutters and other gutters, spouts and pipes of kad, pavements, vaults, sewers, sinks, drains, wydraughts, walls, puty-walls and fences, that now or at any time hereafter during the continuance of the said term of 21 years and one quarter of a year, shall be in, upon, under, or belonging to the same premisses, in, by, and with all and all manner of needful and necessary reparations, supportations, paving, emptying, cleanling, fencing, and amendments whatforer, and the same messuage or tenement and premisses hereby themiled as aforefaid, with all the glass windows, leaden gutters and ather gutters, sponts and pipes of lead, pavement to vaults, sewers, faks, drains, wydraughts, walls, party-walls, and fences in and belenging to the same premisses so well and sufficiently repaired, upheld, apported, sustained, maintained, paved, emptied, cleansed, walled, fraced, amended, and kept in such good and sufficient repair as aforesid, shall and will, at the end of the said term of 21 years and one marter of a year, hereby demised, or other sooner determination of is present lease, which shall first happen, peaceably and quietly leave, farrender, and yield up unto the said J. R. his heirs and assigns, toge- and so yield up, ther with all the doors, locks, keys, hinges, iron rails, bars, bolts, together with marble and other hearths, chimney pieces, foot-paces, cover-stones, fixtures, &c. as windows, floors, fashes, shutters, pins, partitions, wainscot, cloto, drawers, pumps, water pipes, posts, rails and pales, and all other dings fet up, fixed, or fallened to the premisses hereby demised, or to my part thereof, during the faid term, with liberty for the faid J. R. his leurs and assigns, or his or their agents, to come at any time or times and upon the faid demised premisses, to take an inventory or schedale of the matters and things aforesaid; And moreover that it shall and With liberty for may be lawful to and for the faid J R. his heirs and assigns, and his lessor to enter and their agents, officers and servants, with workmen or without, twice and take a schenevery year during the faid term of 21 years and one quarter of a year, (in the day-time) to enter into and come upon the demised premisses, or my part thereof, to view, search, and see the state and condition of the reparations thereof, to give or leave notice or warning in writing or wherwife, for the repairing and amending all fuch defects or wants of reparations as shall be there found, within the space of four months ment after such notice or warning shall be so given or left, within which time or space of four months, the said J. W. for himself, his executors, administrators and assigns, Doth covenant, promise, and and to repair. agree to and with the faid J. R. his heirs and affigne, to repair and To infure. amend the same accordingly; And also that he the said R. W. his executors, administrators and affigns, shall and will, from time to time, and at all times during the faid term of 21 years and one quarter of a year, at his and their own proper costs and charges, keep the said meffcage or tenement and premisfes hereby demised, insured from loss or damage by fire: And also bear, pay, and discharge all affessments, To pay taxes, taxes, levies, impositions and payments whatsoever, parliamentary or &. otherwise howsoever, which are or shall be assessed, or imposed spon, or become payable out of or for the demited premisses, or any

dulc of the fame.

Covenant to view the premiffes,

Not to use particular trades. part thereof, or which shall be affessed, taxed, or imposed upon the said J. R. his heirs or assigns, for or by reason of the same premisses, or any part thereof, by virtue of any act or acts of parliament, law, statute, usage or custom whatsoever; And also that he the said J. W. his executors, administrators and assigns, shall not nor will, at any time or times during the faid term of 21 years and one quarter of a year, set up, use, exercise, or cause or suffer to be set up, used, or exercised upon or within the faid messuage or tenement, or upon any part of the premiffes hereby demifed, the trade, mystery, or occupation of a common brewer, tallow chandler or melter of tallow, fugar-baker, foapboiler, tobacco-pipe maker or burner, baker, butcher, dyer, dresser or feller of flax or hemp, blacksmith, victualler or retailer of beer, ale, or spirituous liquors, distiller, pewterer, brazier, tin-worker, slaughterer, farrier, wash stiller, bagnio keeper, auctioneer, or any of them, or any other noisome, nauseous or offensive trade, mystery, or occupation whatfoever, whereby or by means whereof the tenants of the faid J. R. in - Street aforefaid, or thereabouts, or any of them, shall be damnified, endangered or annoyed, in their or any of their habitations, or the appurtenances thereunto belonging; And the faid J. R. for himself, his heirs and assigns, Doth covenant, promise, and agree to and with the faid R. W. his executors, administrators and assigns, by these presents, That he the said R. W. his executors, administrators and assigns, paying the said yearly rent in manner aforesaid, and observing, performing, fulfilling, and keeping all and every the covenants, conditions, provisoes, and agreements herein before contained, which on the part of the faid R. W. his executors, administrators and assigns, are, and ought to be observed, performed, fulfilled and kept, according to the true intent and meaning of these presents, shall or lawfully may, peaceably and quietly hold, possess and enjoy the said dwelling house, meffuage or tenement, and all other the demifed premisses, with the appurtenances, during the faid term of 21 years and one quarter of 2. year, without any let, suit, trouble, interruption, or disturbance of the faid J. R. his heirs and alligns, or any other person or persons whatfoever lawfully claiming or to claim any estate or interest in the same, by, from, or under him, them, or any of them. In Witness, &c.

Covenant for quietenjoyment on payment of rent and performance of covenants. lease of a House from a Tenant in Tail, with many special Covenanis.

HIS Indenture, made the --- day of May, in the year of our Parties, Lord Christ, 1780, and in the 20th year of the reign of our forign lord George the Third, by the grace of God of Great Baitain, France and Ireland king, defender of the faith, and so forth, Between #B. of, Ge. of the first part, and C. D. of, Ge. of the second part; breas the messuage or tenement and premisses herein after demised, Recital of prereheld by virtue of or under a leafe made to E. R. bearing date the miffes being south day of May, 1731 for the remainder of a term of years which held under a ail expire on the 5th day of June, in the year 1781. Now this In- lease. ad agreements herein after reserved, mentioned, and contained on the of rent, & In of the faid $C.\ D$, his executors, administrators and assigns, to be and by virtue of id. kept, observed, and personmed, he the said A. B. by virtue of a power given and in pursuance of the power and authority for this purpose given to by act of parallel him in and he are the power and authority for this purpose given to liament. rested in him, in, and by an act of parliament made and passed in k --- year of the reign of his present majesty king George the third, intitled, An act for enabling A. B. esq; to grant leases of cermediates in the county of MiddleJex and city of London; and of all ad every other power and powers enabling him thereto, Hath demised, Demise. rafed, set, and to farm letten, and by these presents Doth demise, lease, s, and to farm let, unto the faid C. D. his executors, administrators nd assigns, All that, &c. And all cellars, solars, vaults, ways, paths, Parcels. Mages, waters, water courses, lights, easements, profits, commo- General words. dues and appurtenances what soever to the said messuage or tenement, rections, buildings, and premisses belonging, or in any wife appertaining, Except, and always referved out of this prefent demife, the liberty Exception of and use of such drains, cesspools, privies and water-courses, as now or drains which he run in, through, or under the faid messuage or tenement, erecti- run through ons, buildings and premisses hereby demised, from any other messuage demised preor tenement of or belonging to the faid A. B. which is situate and misses. king near or adjacent to the faid hereby demised messuage or tenement, crections, buildings, and premisses, To buve and to hold the faid Habendum for refluage or tenement, erections, buildings, and premisses hereby de-years. miled, with their appurtenances unto the said C. D. his executors, administrators and assigns, from the 5th day of June, which will be in the year of our Lord 1781, for and during the term of twenty-one years from thence next ensuing, and fully to be compleat and ended: Yielding and Paying, therefore, for and during the faid term of twenty one Reddendum the years, unto the said A. B. his heirs or assigns, or to other the perton or most beneficial persons, who, for the time being, shall be intitled to the said hereby rent quarterly.

Clear of all taxes.

Reidendum, a certain rent for the last half

Coverant by leffee to put into repair within a sertain time,

and for payment of rent;

and taxes;

and repairs of drains in propertion to rent.

demiled premisses, in reversion or remainder, immediately expediant or the determination of the faid term, the yearly rent or fum of 70% of lawful money of Great Britain, (being the most beneficial rent than could be reasonably had or obtained for the said hereby demised premiffes) by even and equal quarterly payments, on or at the days and times herein after mentioned (that is to fay) the 5th day of January, the 5th day of April, the 5th day of July, and the 10th day of Ollober, in every year, without any deduction or abatement whatfoever out of the same, or any part thereof, for or upon or in respect of any taxes, rates, or affeffments whatfoever, taxed, charged, affeffed or imposed upon or in respect of the said hereby demised premisses, or any part thereof, by authority of parliament or otherwise howsoever, the first quarterly payment of the faid rent of 70% to be made on the 10th day of Odeber which will be in the year 1781. And likewise yielding and paying, for the last half-year of the faid term of twenty-one years, the clear rent si fum of 35 l. on the 5th day of January, which will be in the year of our Lord 1803, without any deduction or abatement whatfoever there out as aforesaid; And the said C. D. for himself, his executors, adminulrators and assigns, doth hereby covenant, promise and agree, to and with the faid A. B. his heirs, executors, administrators and assigns, and all other person or persons intitled, for the time being, to the same premisses in reversion or remainder as aforesaid, by these presents in mass ner following (that is to say) that he the said C. D. his executors, ad ministrators or affigns, shall and will, within the first year of the said term of 21 years, at his or their own costs or charges, put, or cause to be put, all the faid hereby demised messuage or tenement, erections buildings and premisses, in good repair, with the best and propered materials of all forts, in a substantial and workman-like manner, to the fatisfaction of the faid A. B. or of other the person or person or person sons, who, for the time being, shall be intitled to the said messuage, the nement, erections, buildings and premisses, in reversion or remainder immediately expectant on the determination of the faid term of twentyone years, or of their, his, or her surveyors for the time being; And that he the faid C. D. his executors, administrators and affigns, shall and will well and truly pay, or cause to be paid unto the said A B. at his affigns, or other the person or persons, who, for the time being, shall be so intitled, as aforesaid, the yearly rent or sum of 70% during the faid term hereby granted, the faid yearly rent or sum of 70 l. during the faid term of twenty one years, to be paid in the shares and proportions, and on or at the days or times herein before mentioned and appointed for payment thereof respectively, according to the true intent and meaning of these presents; And that he the said C. D. his executors, administrators and assigns, shall and will, during the continuance of this present scale or demise, well and truly pay and discharge all taxes, rates, and affeffments whatfoever taxed, charged, affeffed or imposed, or to be taxed, charged, affelfed, or imposed upon the faid demised premisses, or any pare thereof, by authority of parliament or otherwise howsoever; And also shall and will, from time to time, and at all times, during the continuance of the faid term of twenty-one years, contribute and pay towards the cleaning, repairing, and renewing the drains, pipes, and other water-courses which shall be used in common by any of the tenants or occupiers of the faid hereby demifed

ides, or any part or parts thereof, and the owner or owners, occureccupiers of any other melluage or tenement, melluages or tene-, erections or buildings; And also, that he the said C. D. his Tokeep premispers, administrators and assigns, shall and will, from time to time, see in repair dusall times, after the faid hereby demised messuage or tenement, ring the term. ss, buildings and premisses, shall have been so put in repair as before montioned, during the continuance of the faid term of r-one years, at his and their own proper costs and charges, keep e faid hereby demised messuage or tenement, erections, buildings memisses, in such good and substantial repairs, as according to the of the city and liberty aforesaid, would be proper, fit, and res, to be done by the leffee or landlord, if a new leafe was to be secuted by him or her of the said hereby demised premisses to a sment, at the full improved rent thereof, to enter thereon (ininting and white washing only excepted); And also shall and will, To repair pave-the continuance of the said term of twenty-one years, well and ments, to a andy repair, uphold, support, pave, scour, cleanse, glaze, empty, anaintain and keep, all and every the pavements, wydraughts, glass-windows, and other appurtenances of or to the faid hereby inestinage or tenement, erections, buildings and premisses refbelonging or appertaining, when, where, and as often as need on shall be or require; And also shall and will, every fourth Everysourth the faid term of twenty-one years, at his or their own proper year to paint id charges, paint, or cause to be painted, all the outside wood-during the halffor belonging to the faid hereby demised premises, twice, with ed proper oil-colours, in a workmanlike manner: And also shall bog-houses, &c. during the last half-year of the faid term of twenty-one years, fand cleanse all the bog-houses, drains and cess pools, of or beto the faid premisses: And also, that it shall and may be lawand for the said A. B. and his assigns, or other the person and take plan fors, who, for the time being, shall be intitled to the faid of premises, demiled premisses in reversion or remainder, immediately ex- and view and t on the determination of the faid term of twenty-one years, with give notice of bout workmen, or others in his, her, their, or any of their com- want of repairs. four times, or oftner, in every year, during the continuance of id term hereby granted, at seasonable and convenient times, in the see, to enter and come into, and upon the faid demised premisses, r part thereof, there to take a plan or plans thereof, and to view, and see in what state and condition, and repair the same are, and defects and wants of repairs and amendments, as upon any fuch hall be there found, to give or leave notice in writing, at the faid depremiffes, or any part thereof, to and for the faid C. D. his exe-L'administrators and assigns, to repair and amend the same, within e and space of one calendar month next after every such notice to given or left as aforefaid, within which faid space and time of talendar month, he, the faid C. D. doth hereby for himself, his Lessee covemors, administrators and assigns, covenant, promise and agree, to nantato repair with the said A. B. his heirs, executors, administrators and assigns, accordingly. wher the person or persons entitled, for the time being as asoresaid, and fufficiently to repair and amend, and make good, all and every defects and wants of reparations, whereof any such notice shall be co or left as aforefaid; And the said C. D. doth hereby, for him-

ear, to empty

felf, walls.

In case of any difference to give notice to leffor to permit him to appoint furveyors to settle same.

At end of term, to yield up premifles in good repair.

And likewise doors, &c. as shall be put up within the last 7 years.

felf, his executors, administrators and assigns, covenant, promise and agree, to and with the faid A. B. his heirs, executors, administrators and alligns, and other the person or persons entitled, for the time being as aforefaid, that he the faid C. D. his executors, administrators a affigns, shall and will, at his and their own costs and charges from the to time, during the continuance of the faid term of twenty-one year when and as often as occasion shall be or require, repair or rebaild the party walls, and party fence walls, of or belonging to the faid here demised messuage or tenement, erections, buildings and premisses; A that in case of any difference or dispute between the said C. D. his est cutors, administrators or assigns, and the owner or occupier of any a joining meffunge or tenement, touching or concerning the repairing rebuilding any such party walls, he, the said C. D. his executors, ministrators or assigns, shall and will, immediately give notice there to the faid A. B. or to other the person or persons, who shall be entitle to the faid hereby demised premisses, in reversion or remainder, ima diately expectant on the determination of the faid term of twenty-o years, and permit and fuffer him, her or them, to name or appoint t furveyors for adjusting and fettling the same, in pursuance and comfort able to the act of parliament, made and passed in the 14th year of the reign of his present majesty king George the Third, for the further a better regulation of buildings and party walls, and for the more effects ally preventing mischief by fire, within the cities of London and We minster, and the liberties thereof, or in pursuance of and conformation to fuch other act or acts of parliament, (if any) as may and shall he after be made, for altering, amending, or explaining the faid act of 14th year of his present majesty's reign, or any of the matters or thing therein contained: And also, that he the said C. D. his executors, ministrators or assigns, shall and will, at the end, expiration, or other sooner determination of the said term of twenty-one years, which said first happen, peaceably and quietly leave, surrender, yield, and give unto the faid A. B. or to other the person or persons, who, for the time being, shall be so intitled as aforesaid, all the said hereby demised me friage or tenements, erections, buildings and premisses, and all the part walls, pavements, out-houses, gutters, pikes, finks, drains, wydraught necessaries, glass, glass windows, and other things thereunto belongia or appertaining, in all respects, well and sufficiently repaired, maintain ed, upheld, paved, purged, scoured, cleanfed, maintained, emptie and amended; And also all such sixtures and other things as are mean oned in the schedule or particular, hereunder written; And also all sud doors, locks, keys, latches, bolts, bars, staples, hinges, and other faitenings whatfoever, wainfcots, marble, and other chimney pieces mantle-pieces, chimney jambs, foot-paces, Asbs, covins, fath, and other window-casements, window-shutters, partitions, cupboards dreffers, shelves, drawers, coppers, fixed boilers, ranges, fixed grates flewing-floves, Dutch-ovens, lead and other cifferns, pumps, pipel belis, crankes, cocks, marble and other water-closets, basons, pluge and other things thereunto appertaining, posts, pails and rails, which now are, or hereafter during the faid term of twenty-one years, that be fet up, fixed or fallened in, upon, or about the faid hereby demiled premisses, or any part thereof, or such of them as shall, at any time during the latt feven years of the faid term of twenty-one years, be fet

fixed or fastened in, upon, or about the said hereby demised preb, or any part or parts thereof, whole, fafe, undefaced, and in and substantial repair, in all respects fit for use; And moreover, License to may and shall be lawful to and for the said A. B. and his assigns, take a schethe person or persons, who, for the time being, shall be so enti-dule of doors. wasorchid, or his, her, or their surveyor or surveyors, agent or &. for the time being, at any time or times, in the day time, durelast feven years of the said term of twenty-one years, to enter meinto and upon the faid hereby demised premisses, or any part , and take a schedule or inventory of the several doors, locks, bolts, bars, staples, hinges, and other faltenings of every kind, loss, hearths, marble and other chimney pieces, mantle pieces and ey jambs, foot-paces and flabs, covings, fash and other windows, tets, windows, window shutters, partitions, cupboards, dressers, es, shelves, coppers, sixed boilers, ranges, sixed grates, slewing Dutch ovens, lead and other cifterns, pumps, pipes, gutters, crankes, marble and other water-closets. basons, plugs, and eveg relating thereto, posts, pails and rails, and other fixtures, shall be then always fixed or fastened to, or fet up, or placed in whe faid hereby demised premisses, or any part thereof; And the Covenant by C. D. doth hereby for himself, his executors, administrators and leffee not to further covenant, promise and agree, to and with the said A. B. assign lease saffigns, and other the person or persons intitled, for the time be- or ler the deforesaid, that he the said C. D. his executors, administrators premisses for Egos, shall not let or assign their present lease, or the said pre-thereby demised, or any part thereof, for all the term hereby de-maim any of nor cut or maim any of the principal timbers or walls of, or make the timbers. tration in the faid hereby demifed premisses, or any past thereof, or remove for the rebuilding the fame), nor remove or take away any fix. any fixture, nor upon the said premisses, or any part thereof, or use, or occu- or use or part of the faid buildings and premisses as a stable or coach-house, permit the mit or fuffer the fame to be used or occapied as such, without the be occupied m in writing of the faid A. B. or his affigns, and of other the per- as a stable or persons, who for the time being shall be so intitled as aforelaid, coach-house, with his, her, or their hand or hands, nor will, during the con- without contee of the faid term of 21 years, use, exercise, or carry on, in, sent, or use on the Liid hereby demiled premilles, or any part thereof, or per- or permit faffer the same, or any part thereof, to be occupied by any per- to be carried persons who shall use, exercise, or carry on therein the art, mys- on therein, trade, or bulinels of a vintner, victualler, coffee house keeper, or do any er, butcher, baker, staughterman, tallow chandler, soap boiler, thing to ankowerer, chimney-sweeper, metal-founder, smith, brazier, tin. noy leffor or farrier, flax-dreffer, tripe-boiler, or any other dangerous, annov- his other tewofensive trade or buliness whatsoever, or permit or fuster any make or perto be done in or upon the faid demised premisses or any part there- mit any aucmich may be or grow to the annoyance, grievance, disturbance, or tion without of the faid W. B. or his assigns, or other the person or persons consent. for the being shall be so entitled as aforesaid, or his, her, or their renant or tenants, or any of them, and shall not and will not make muit or fuffer to be made any public fale or auction in or upon the bereby demiled premiffes, or any part thereof, without fuch confent maing as aforefaid, Provided neverthelef, and it is hereby declared

certain trades

Power for leffec to affign or undef let for lefs than the prefent term fubject to the preient covenants, and to give notice thereof.

Liberty of water-course through demissed premisses for lesses and his other tenants. To enter and repair adjoining premisses and necessaries, we.

If any difpute between leffee and leffor's other tenants as to windowlights, &c. fame to be fettled by leffor in writing.

Licence within the last 6 months of term to put up a bill to let, and for leffor to anter and fixew premisses.

and agreed, that the said C. D. his executors, administrators and signs, shall be at liberty to let or assign the premisses hereby demised any part thereof, for any term or terms of years flort of the faids of 21 years hereby demised in case every such lease or assignment made subject to the several covenants, proviloes and agreements co ed in this present indenture of lease, and that notice in writing of ry such lease or assignment be given to the said A. B. or his assign other the person or persons, who for the time being shall be so in as aforefaid within the space of three months after the making such or assignment, and that the said C. D. his under-tenants or assigns. not carry on in the faid premisses, or any part thereof, any of the tra herein before excepted against, and do enter into the several cover and restrictions herein contained, or so many of them as relate to or gard, or can affect under tenants, any thing herein contained to the trary thereof in any wife notwithstanding; And also that the said C. and his affigns, and other the person or persons who for the time I shall be so intitled as aforesaid, and his or their other tenants shall free liberry of water-course in and through the said hereby demised misses, to carry off the water from the other messuages or tenemes or belonging to the faid C. D. or adjoining to the faid hereby des premisses; And that it shall and may be lawful for the workmen of employed by the faid C. D. or his assigns, and other the person or fons who for the time being shall be so intitled as aforesaid, and I their tenants or occupiers of the faid melluages or tenements adjoint to the faid hereby demifed premisses, at seasonable times, in the time, during the continuance of the faid term of 21 years, to enter come into, and upon the faid hereby demifed premiffes, or any part the of, to repair such adjoining messuages or tenements, and to empty cleanse the necessaries, cessiools, gutters and drains of or belong the faid messuage or tenement near or adjoining to the said demised miffes, or any part thereof, when and as often as occasion shall be a quire; And that if any dispute or controversy shall at any time or s during the continuance of the faid term of 21 years between the C. D. his executors, administrators or assigns, and the tenant or of pier, or tenants or occupiers of the faid adjoining melluages or ments, or any of them respectively, touching or concerning win lights, sewers, drains, water-courses or eastments, privileges or app tenances to the faid hereby demifed premisses, and the faid other joining mestivages or tenements, or any of them respectively belon or appertaining, the same shall be from time to time settled and de mined by the faid A. B. or his affigns, or by other the person or fons who for the time being shall be to intitled as aforesaid, in such to ner as he, she, or they shall think reasonable, and by any writing writings order or direct; And also that it shall and may be lawful to for the faid A. B. and other the person or persons who for the time be shall be so intitled as aforesaid, or any person or persons by his, her their orders or direction, at any time or times during the last fix ma next before the expiration or determination of the faid term of 21 ye to place and fix notices in writing upon the doors or other notes place or places of the faid hereby demised premisses, signifying that faid premisses are to be let, and for him, them, or their agents, in day time, during the faid 6 months, with others in his, her, or the compani

tapany, at his or their will and pleasure, to enter and come into and the faid demised premisses, to shew the same to any person or perwho hall be willing or defirous to become or treat concerning the laing tenant or tenants thereof, before or at the expiration or deter-tion of the faid term of 21 years, without any let, interruption, or nace of, from, or by the faid C. D. his executors, administrators ens, or any other person or persons claiming, or to claim, by, or under him or them, or any of them; And the faid C. D. doth by for himself, his executors, administrators and assigns, likewise Covenant by un, promise, and agree to and with the said A. B. and his assigns, lessee with a other the person or persons intitled for the time being as aforesaid, to insure he the faid C. D. his executors, administrators or assigns, shall and within 6 days next ensuing the date hereof (or within one month the Sun fire. te the subfifting insurance thereof shall expire), insure or cause to office, or fred All and every the faid hereby demised messuage or tenement, with consent ous or buildings, from or against loss or damage by fire, in the of lessor, Fire inforance office in the city of Landon, (unless upon applica- forme other wato the faid A. B. or his affigns, or to other the person or persons office. shall be fo intitled as aforesaid, he, she, or they, shall in writing st, that the infurance be made in some other sufficient office in the Lendon or Westminster, for the full worth or value thereof,) and time to time, and at all times hereafter during the continuance of il term of 21 years, shall make due and rogular payments of the To make resof inforance of the premisses to the said office, or shall renew gular payid infarance from time to time during the faid term of 21 years, as ments or rese there shall be occasion for such renewal, so as to keep all the new insuereby demised melluage or tenement, erection and building so as rance. fid, continually infured from and against loss or damage by sire, the continuance of the faid term of twenty-one years, all which and fams of money which shall be paid by the proprietors of the informace office or directors of fuch other office as aforetaid, by virin consequence of any such policy or policies of insurance, it is applied toragreed, shall be forthwith with all convenient speed, laid out and wards reed in, for, or towards the re-building or full tantially reinstating and building preng fit for habitation such of the said messuages or tenements, erecti- millesfor buildings as shall happen to be burnt down or damaged by fire, as take shall happen. And that if the faid C D. his executors, administra- If lessee shall or aligns shall not make and continue or cause to be made and continue insure fach infurance as aforefaid, then and in that case he the said C. D. his rebuild the entors, administrators and alligns, shall and will, at his and their premisses proper colls and charges, cause or procure the said menuages or built upon a ments, erections and buildings which shall be so burnt down or da- plan to be d by fire, to be rebuilt or in all respects substantially repaired, re-approved of nd and made fit for habitation, as foon as may be on fuch plan as by leffor. **the approved** of by the faid A. B or his assigns, or other the person or who for the time being shall be entitled as aforefaid, and to as Whe or coach house shall be built as aforesaid, And that if the said If money to e or tenement shall be so insured and kept insured as aforesaid, be paid by the fam or fams of money which shall be paid by the proprietors or infurance there of fuch infurance office, by virtue or in confequence of any office not fulpolicy or policies of infurance shall not be sufficient for the rees or repairing of the faid meffuage or tenements, erections or leffee to ad.

buildings vance the difference. That the repairs shall be done in a workmanlike manner, un der the lesfor's surveyor's inspection, and liberty for him to enter and do the same.

Agreement that if premiffes are burnt, rent shall continue to be paid.

Proviso for re-entry

buildings as shall be burnt down or damaged by fire, then and in fue case he the said C. B. his executors, administrators or assigns, shall as will advance and pay fuch fum or fums of money as together with fum or fums of money which shall be paid by the proprietors of the office or directors of fuch office as aforefaid, by virtue or in com quence of any tuch policy or policies of infurance as aforefaid, will fufficient for re-building or fubstantially repairing, reinstating and ins ing fit for habitation the faid melfuage or tenement, erections or bad ings which shall be burnt down or damaged by fire, and cause or pe cure all the faid messuage or tenement, erections or buildings to be built or in all respects substantially repaired, re-instated and made fit I habitation as foon as may be; And olfo, that all the several repairs at re-huildings herein before agreed to be done by the faid C. D. his ex cutors, administrators and affigns, shall be from time to time done at performed in the most perfect and workmanlike manner and with the very best materials of every fort and kind necessary for that purpose, at that the same shall be done under the inspection and to the approbation of the faid C. D. his affigns or of other the person or persons, who I the time being shall be so intitled as aforesaid, or his, her or their sa veyor for the time being, and that he, she and they, may and shallthat purpose have full and free liberty at scasonable and convenient time in the day time to enter and come into and upon the faid hereby dend ed premisses or any part thereof, when and as often as he, she or the shall think sa. And it is hereby declared and agreed by and between faid parties hereto, and their true intent and meaning is, that if any the faid hereby demised messuage or tenement, erections or builds shall be burned down or damaged by fire, the said rent of 751 her before referved or any part thereof, shall not cease or be discontinue but shall be paid and payable in such and the same manner as if no se accident or damage by fire had happened. Provided always, and the presents are upon this express condition nevertheless, that if the rent of 75% herein before reserved or any part thereof, shall be in rear and unpaid by the space of forty days next, after any of the days and times on which the fame ought to be paid as aforefaid, or case of the breach or non-performance of all or any of the covenants agreements hereinbefore contained, on the part and behalf of the C. D. his executors, administrators or assigns, to be kept, observed. performed, then, and in either of the faid cases it shall and may be lat ful to and for the faid A. B. and his affigus, and other the person (persons who for the time being shall be intitled to the said hereby d mifed premiles immediately expectant on the determination of the term of twenty one years at any time or times hereafter, in o and upd the faid hereby demised premisses, or any part thereof, in the name! the whole, to re-enter, and the same to have again, repulies and erjor as in i is, her or their full or former effate any thing hereinbefore co thined to the contrary thereof, in any wife notwithstanding, faid A. B. doth hereby for himfelf, his executors, administrators as alligns, covenant, promise and agree to and with the faid C. D. his ext cutors, administrators and assigns, that he the said C. D. his executors administrators and affigne, paying the faid rent of 75 % hereinbefore re ferved as and when the fame shall become payable and ought to be pay as aforefaid, and oblevving, performing, fulfilling and keeping all an

every the covenants and agreements herein before mentioned, which on his and their part or behalf are or ought to be observed, performed, fulfilled and kept, according to the true intent and meaning of these prefents, shall or lawfully may peaceably and quietly have, hold, occupy, possess and enjoy the said hereby demised premisses with their appurteances, for and during the term of twenty-one years, without any lawfuller, suit, trouble, denial or interruption of, from or by the said A. wany person or persons whomsoever, lawfully claiming or to claim by, from, under, or in trust for him, them or any of them. In Witness, the

d Letter of Attorney to enter and deliver Possession and Seisin to the Lessee.

NOW all Men by these presents, That N. lord bishop of D. within named, Hath made, ordained, constituted and appointed, In the state of the state $oldsymbol{u}$ by the separate $oldsymbol{u}$ the separate $oldsymbol{u}$ Darlington in the county palatine of D. gent. his true and lawful atmey, for him, and in his behalf, into all and fingular the premiffes thin mentioned to be demised, or into any part or parcel thereof, in the ume of the whole, to enter, and thereof full and peaceable possession ed feilin to take, and, after possession and seisin had and taken, posseson and feifin thereof to give and deliver to W. R. within named, or fuch person or persons as he shall authorise or appoint to take or retive the fame, according to the form and effect of the within written Identure of demife; hereby ratifying and confirming whatfoever the faid R. H. shall do in or concerning the premisses. In Witness whereof the faid N. lord bishop of D, hath hereunto set his hand and seal the --- day of ----— in the year of our Lord ——— and in the – Par of the reign of, じん

Signed, fealed and delivered in the presence of

The like to receive Possessian and Seifin.

Signed, fealed and delivered in the presence of

W. R.

Memorandum of Possession being delivered.

A Leafe for a Term of Years.

THIS Indenture, made the _____ day of ____ in the year of our Lord ____ and in the ____ year of the reign of our mereign lord George the Second, by the grace of God, of Great Bri-France and Ireland, king, defender of the faith, Ge. Between E. of L. widow, of the one part, and E. F. of the city of L. dow, of the other part, Witneffeth, that the faid E. D. for and consideration of the yearly rent herein after reserved and contain-4 90 the tenant's or leffee's part to be paid, and for divers other good is and confiderations her thereunto moving, flath demised, granted, to farm letten, and by these presents Dath demise, grant, and to be let unto the faid E F. All those two closes of meadow or pasture and, commonly called the Two long Closes, and also one other close nd The Spiule next adjoining to the laid Two long Closes, which said secloses do contain together by estimation seventeen acres or therewa, be the same more or less; and one other close called The three w, which doth contain by estimation three acres, be the same move rich; all which faid premisses are shuate, lying and being near Mer Holloway in the parish of St. Mary Islington in the county of M. wher with all ways, passages, waters, water-courses, profits, comodities and appurtenances whatfoever, to the faid several closes beging or appertaining; To have and to hold the faid several closes or reels of ground, meadow and pasture, and all and singular the pre-Mes hereby demised, and every part thereof with the appurtenances, mothe laid E. F. her executors, administrators and assigns, from the - day of --- now last past, before the date of these presents, and during and unto the full end and term of five years from thence ex: ensuing and fully to be compleat and ended: Tielding and paying berefore yearly and every year, during the faid term, the rent of one apper corn at the feast of St. Michael the archangel, if the same be wfully demanded: Provided always nevertheless, and upon this furher condition, that if the faid E. D. her executors, administrators or Igns, shall give or leave notice in writing with the said E F, or at the place of her abode, within one month before the first year of the and hereby granted be expired, that the the faid F. D will have and by the premisses herself, that then and in such case, this present intattre of leafe, and the term hereby granted, shall cease, determine, be utterly void. In Winess, whereof the parties above-named to these presents, interchangeably set their hands and seals the day od year first above written.

Scaled and delivered by the faid E. D. upon part of the premifies abovementioned, and possession thereof delivered to the leffee abovenamed (this indenture being first stamped) in the pre-leace of

Power for Landlords to keep Courts on the Premisses.

ND further, that the said J. M. &c. shall and will yearly and every year, during the faid term of 21 years, upon reasonable warning given, do his and their fuit and fervice of the court or courts to be held for and within the manor of P. alias P. so often as the court shall be there holden and kept, during the said term, so as the same exceed not more than twice in every year, and be there ordered as other tenants of the faid manor are or ought to be, and shall and will peaceably and quietly permit and fuffer the lord of the manor of whom the faid premisses are or shall be holden, together with his steward, servants and officers, to keep court for the said manor in the said messuage or tenement called Little H. being the manor-house, from time to time, and at all times, as often as the faid lord, his heirs or affigns, shall think fit, during the faid term; And also shall and will, at their own proper costs and charges, give and allow to the faid lord and his fleward and his affigns, when and as often as the court shall be there kept, such reasonable entertainment as hath been usually allowed and given by the said farmer, tenants, occupiers of the faid meffuage, lands and premiffes, as aforefaid, on such occasion as aforesaid.

Not to fell any of the Coppices under three Years Growth.

A ND also, that the said J. M. his executors, administrators and assigns, shall not, nor will, at any time, during the said term of 21 years, sell or cut, or cause to be selled or cut down all or any of the coppices or underwoods hereby leased, that shall be under the growth of 12 years, nor shall nor will, during the four last years of the said term, cut, or cause to be cut or selled, any of the said coppices, but shall leave and yield up the same of the full age or growth of three years at the least, at the end of the said term hereby leased, keep and maintain the said coppices and wood grounds well senced in and inclosed, and keep all manner of cattle out of the same, that shall or may hut or destroy any of the wood grounds and springs therein; and also if J. M. his executors, executors or assigns, shall put into, or willingly or wilfully suffer any cattle whatsever, to come or be in the said coppices.

because to basse 10 Acres of Premisses sown with Clover for Benefit of Landlord.

A Reddendum to a Person for Life, and after to those in Remainder.

IELDING and paying therefore yearly and every year, during the faid term of 21 years, at or in the hall of the mansionone commonly called C. hall, in. &c. the yearly rent or sum of 7 l.

We unto the said D and his assigns, during the life of the said D.

In daster his decease, to such other person and persons, who for the
see being shall be intitled to the immediate reversion or remainder of
the premission hereby leased, expectant on the determination of the
sid term, at the sour most usual feasts, &c. the sirst of the said
sarterly payments, &c.

Leafts.

Covenant to repair Walls, plant Trees, &c.

ND after building of either or both of the faid walls to plant trees on his garden ground on the other fide of the walls, and to nail fuch trees, by him and them planted, and the sprigs thereof, against the walls, for and during all the residue of his said term of at years now to come therein, as he, or they shall think fit; and that he or they, during the said four years, shall pay no rent for the said hereby leafed piece of ground to the faid C. S. her heirs or assigns, (other than and except the yearly rent of 1 s. for fuch planting and nailing, as an acknowledgment that the faid walls are the property of her the faid C. 3. her heirs and affigns,) and fo as he or they keep such walls on the fide of his ground pointed and repaired, and so as the trees planted and nailed, in the last year of the faid term, be lest in such manner as herein after mentioned, touching the same; and that he the said Y. W. his executors or assigns, shall and will, during the residue of his said term, pay to the said C. S. her heirs or affigns, the said yearly rent of the for his nailing against the said wall, as an acknowledgment for the same, as aforesaid; and also that he or they shall not, in the last year of his faid term, do any damage to the faid trees, so by him or them planted, nor draw any nails from the same; and also that he and they shall and will, at his and their own charge, keep the said walls, in the whole length thereof on his fide of the same, pointed and repaired, during all the residue of his said term of 31 years, and shall so leave and furrender up the same at the end of the same term, together with all fuch trees as shall be by him or them planted and nailed in the last year of the said sour years, unto the said C. S. her heirs and assigns, without committing any wilful waste, spoil or damage to the same; And that it shall and may be lawful to and for the said C. S. her heirs and affigne, during all the relidue of the faid term of 31 years (after the faid walls built) twice in every year, to come into the garden of the faid 7. W his executors or assigns, to view and see if the said walls are by him and them to pointed and repaired in manner as aforefaid; and upon fuch view, in case of any defect found therein, to give such notice in writing to him or them for the pointing and repairing of every fuch defect, within three months then next following; and in case he or they shall not, within the said three months next after every such notice, amend the same, then and in such case, it is hereby mutually agreed between the parties hereto, that he the faid J. W. his executors or assigns, shall from thenceforth have no liberty of nailing his or their trees against the said walls, and then and in such case the said yearly rent of 1 s. so payable by him or them as aforesaid, shall cease and determine.

Covenants concerning a Warren.

ND that the said A. (the leffee) his, &c. at his and their own proper costs and charges, shall keep up, amend, repair and sufficiently maintain all lands and burrows of the faid warren, and all gates, pales, hedges, fences, ditches and inclosures of or belonging to the fame, or any part thereof, with their and every of their appurtenances, in good and tenantable repair, plight and condition; and the same so well and fufficiently repaired, amended and kept as aforefaid in all refpeds, shall and will, at the end or other sooner determination of this leafe, quietly and peaceably yield up and leave unto the faid B. his heirs or assigns: And further, that he the said A. his executors, &c. shall and will, during the continuance of this demise, keep and preserve the usual stock or number of conies upon the said warren (being computed m 400 or thereabouts) and fave the like number, as near as can be, at the end or other sooner determination of this demise, and shall and will leave as stock upon the said warren: And if any dispute happen at the end or other fooner determination of this demile, concerning the number of conies left as stock upon the said warren, or should be left as tock, in such case, the same to be decided by four indifferent persons, whereof two are to be chosen by the said B, his heirs or assigns, and the other two, by the faid A. his executors, &c. and their judgment being made in writing two months after their being so elected, is hereby agreed and declared shall be binding and final to all the faid parties to thele prefents.

A Letter of Attorney in a Leafe for three Lines.

N D laftly, the faid duke doth by these presents constitute, or-A dain, and in his stead and place put T. C. of, &c. or either of them, his true and lawful attorney or attornies, for him and in his mame, place and stead, to enter into the said capital messuage, and all and fingular the lands, tenements, hereditaments and premises aforeaid, and into every or any part or parts thereof, in the name of the whole, and thereof to take possession, and after possession to thereof had and taken, full and quiet and peaceable possession and livery and seitin to deliver to the said B. D. and K. his wife, or his or their lawful attorney in that behalf; habendum the same to the said B. D. and K. his wife, and their heirs and assigns, for and during the lives of the said B. D. and K. his wife, and E. their daughter aforesaid, according to the tenor and effect of these presents; the said duke hereby ratifying and confirming whatfoever his faid attornies, or either of them, hall do in that behalf, by force and virtue of these presents, as fully as if the faid duke had been personally present and done the same. In Witness, &c. (A) A Conveyance

(A) A Conveyance by Lease and Release, what.

Conveyance by lease and release, is where he who is to convey any lands or tenements first makes a lease (or bargain and sole) of the premisses to the person to whom the same is to be conveyed for six months, a year, &c. but usually for a year, to the intent that by virtue thereof the lessee may be in the actual possession of the premisses granted by the lease, (or bargain and sale) and intended to be released to him; and then the lessee (or bargainee) by virtue of the statute of the 27 H. 8. c. 10. for transferring uses into possession, is enabled to take a grant or release of the reversion and inheritance of the said lands, to the use of himself and his heirs for ever, &c. And then a release (usually dated the day next after the date of the lease, reciting the said lease and declaring the uses) is accordingly made; which in this case is a conveyance of one's right or interest that he has in a thing to another who has the possession.

A lease and release are but one conveyance, and in the nature of one

deed. Mod. 252.

Lease and release is now become the most common conveyance of lands. It amounts to a feoffment; for by the said statute the uses are transferred into the possession, so that thereby the place of livery of seise is supplied; which indeed saves much trouble, especially when the bargainor, &c lives at a distance from the premisses; in which case a letter of attorney to make livery was obliged to be made, otherwise the bargainor, &c. was to deliver seisin in person.

(B) Things requifite in a Leafe (or Bargain and Sale) for a Year.

First, With Respect to the Consideration.

T is requifite, and the vival and best way, to mention a consideration of money, as five shillings, or some other small sum, though it be never paid; for it was a question upon a lease for a year made by the words demise, grant and to furm let, rendering a pepper-corn rent, whether the release could operate upon it? And it was objected that the release was void, because there was no entry sound, nor any consideration

poraise an use, it being but a pepper-corn, which is not sufficient, for it is to be paid out of the profits of the land. Chief justice North at self said, the reservation seemed to him not to be sufficient to raise an set, because the use must be raised out of the land, and united to it betera rent can result out of it. But Windham just, was of opinion, that is reservation, though but a pepper-corn, wouse raise an use. And set time taking to advise, judgment was given, that the word grant and make the land pass by way of use; and that the reservation of a pper corn is a good consideration to raise an use to support a recovery. So that this lease being within the statute of uses, there needs be no hal entry to make the lesse capable of the release; for by virtue of statute he shall be adjudged to be in actual possession. 2 Mod. 2, 253.

If the words bargain and fell, in confideration of money, be in a se; or if in confideration of money he does demife, &c. there an will arise by the statute of uses. But if it be only rendering rent of the land, that seems not to be a sufficient consideration to raise

uk. Mod. 262, 263.

Secondly, With respect to the Estate and Possession.

the person who makes the bargain and sale for a year, must be in actual possession at the time of the sale, otherwise he cannot make

it if he has not the possession before the sale, he must enter upon the i, and seal and deliver the deed upon the land to the bargainee; and puts the bargainee into possession. Vide Carter 161. Cro. Eliz. 1, 446, 447. Dallison 81. Lev. 47, 270, 271, 272. 3 Lev.

and if a man is feifed in fee, and makes a leafe for years, unless he possession, and the lessee enters, he must raise an use. Mod. 263. Upon a lease for a year, it being within the statute of uses, there is seed of an actual entry to make the lessee capable of taking the reservoir for by the said statute he is deemed in actual possession. 2 Mod. 253.

Ta leafe for years be made, without any confideration of money, the chas not any citate till entry; for before entry he has but an interesse, and no possession. Co. Lit. 278. a. 46. b.

Meither has the lessor any reversion till the lessee's entry; nor will a see to him, which entres by way of enlarging an estate, operate sout a possession; for before a possession there is no reversion. Co. 270. a. Cro. Juc. 169. pl. 9.

By a bargain and fale of the reversion and reversions, remainder and sinders, rents, iffues, and profits, &c. the bargainee by virtue of statute of uses becomes possessed, 2 Co. 35. b. (it being a term) but any attornment, and he may distrain or bring an action of debt rent. Vaugh. 51. 8 Co. 93. b. 94. a.

Thirdly,

Thirdly, With respect to Involuent?

There needs no involment of a bargain and fale for years, that cutes by the statute without it. 2 Co. 35. b. 36. a. 8 Co. 93. Roll. Abr. 204. 17 Vin. 172.

(C) Things requisite in a Release.

First, With Respett to the Consideration.

Release will operate without a consideration, but it is convent to put a valuable consideration in, as money, or love and at tion, or marriage, &c. for since the statutes of 13 Eliz. c. 5. and Eliz. c. 4. against fraudulent conveyances, if a man makes a volve seossment, or other conveyance, without good consideration, it sufficiently against a purchasor for a real consideration, or a more a judgment or statute-creditor, for good consideration.

But it shall be good against the party, his executors, administration.

&c. Cro. Jac. 271. pl. 3.

Secondly, With respect to the Estate and Possession.

It has been the great wisdom and prudence of the sages of our in provide, that no possibility, right, title or chose in action, may be go ed or assigned to strangers, for that would make a multiplicity of and great oppression to the people; neither can they be transferred in law; but all rights, titles and actions may, by the prudence policy of the law, be released to the terre-tenant, for the reason of repose and quiet, and for avoidance of contentions and suits. 10.48. a.

Wherever a release is made, it is absolutely necessary that the relative in possible of some estate at the time of the release. Lit. § 44.

1. He who makes a release of lands must have an estate in him.

out of which the estate may be derived to the releasee.

2. The releasee must have an estate in possession in deed or in law, in the land whereof the release is made, as a foundation for the release.

. 3. There must be a privity of estate between the releasor and releasee. 4. And there must be sufficient words in law, not only to make the schafe, but also to create and raise a new estate, or the release will not k good. Co. Lit. 271.

If a man occupies as tenant at sufferance, a release will not enure to

in for want privity Lit. § 461.

His being tenant at sufferance is not good to vest any estate in him for mot of privity between them; and a release to him, as to him who had be reversion, is void, because he had not any possession, there being no date in him; and an estate cannot be vested in him in reversion by this means; for if tenant for life releases to him in reversion, it is void by my of release; and it cannot pass as a surrender for want of apt words. Cro. Eliz. 21. Dyer 251.

But where a man is in possession by virtue of a lease at will, there a deale shall operate by reason of the privity between the parties. And is invain to make an estate by livery of seisin to another who has the beside before. Liv. § 461, 462.

Thirdly, With refrett to the Words in a Release.

If I let land for life or years, and release all the right I have without word beirs, this at the common law is but an estate for life; but if telesse to him and his heirs, or to him and the heirs of his body, then is in inheritance. Lit. 6 465.

Fourthly, Wish respect to Recitals, the Uses, Conditions, Defensances, Warranties and Covenunts.

A release may have one or more recitals in it (which is most componly the case) yet it is good without any.

If the words, to the only use and behoof of A. B. and his hiers and Moss for ever, or such like words, are not in the release, then the estate

ecutes by the statute of uses, and the trust is void.

Where no use is declared, it is to the use of the releasor and his heirs. Where a release is made to A. B. his heirs and affigns for ever, to the soly use and behoof of the releasee, his heirs and assigns for ever, in will for the said C. D. (which said C. D. must be a party to the deed, and a confideration of 5 s. to be paid by the releasee, and the purchasemoney declared to be paid by C. D. the ceftuy que truft) if these words are not in the deed, then the estate executes by a statute of uses, and the trust is void.

In case of lease and release to make a tenant to the precipe in a common recovery, if the release is made to the tenant and his heirs; it must also be to the use of him, his heirs and assigns for ever; for the releasee must be absolute tenant of the freehold.

A release that churcs by way of passing an estate, &c. may be made upon condition, or with a deseasance; so as the condition be contained in the release, or delivered at the same time with it. Co. Lit. 236.

And although there may be warranties, covenants, and such additions in releases, (which is usually the case), yet they are good without them.

(D) Of fetting aside a Lease and Release, &c.

A Devised lands to J. S. and his heirs, but the will was defectively executed, and afterwards the heir at law, in confideration of one hundred guineas paid him by J. S. the devisee, by deed, reciting that this will was duly executed, released to the devisee all his right to the eftate devised; and after that, there being debts appointed by the will to be paid, the devicee told the heir, that it would facilitate the raising of the money for the payment of the debts, (if he the heir) would join in a leafe and releafe of the devised premisses; and thereupon, for fifty guineas more paid to the heir, he, together with the device, by leafe and release conveyed the premisses to $\hat{\mathcal{J}}$. N. and his heirs in consideration of 4000/, mentioned to be paid by J. N. and a receipt was given; but in truth this purchase-money was to be paid, but J. N. was only a trustee for J. S. The court set aside this lease and release, upon payment of the one hundred and fifty guineas and interest; and said, either fup-pression veri, or suggestio sulfi, is a good reason to set aside any release or conveyance; and that to recite in a deed (as in this case) that the will was duly executed, when it was not, is suggestio false, and to conceal from the heir (as here) that the will was not duly executed, is suppression veri. Will. 239, 240, 727.

PRECEDENTS

Leases and Releases.

A Bargain and Sale for a Year.

HIS Indenture, made the 1st day of September in the 14th year A bargain of the reign of our fovereign lord George the Second, by the Se- and fale for d, by the grace of God, of Great Britain, France and Ireland, a year, to g, defender of the faith, and so forth, and in the year of our Lord (a) Between A. B. of F. in the county of S. gent. of the one take a re-1, and J. B. of A. in the faid county of S. gent. of the other part, leafing effeth, that as well for and in confideration of the fum of five shil-(b) of good and lawful money of England, by him the faid 3. B.

bargaince to

[4] No person can make a bargain and sale for a year, who hash not the actual ion at the time of the fale. If he hath it not before the fale, he must enspon the land, and feal and deliver the deed afterwards upon the land to the minee; and this puts the bargaince into possession, and purges diffeilins, &c. title Entry. Carter 161. Gro. El. 483. pl. 19, 447. pl. 11. Dallifon 81. 20. 3 Lev. 387. 1 Lev. 47, 270, 271, 272,

Where a man is feised in fee, and makes a lease for years, unless he gives pos-

on, and the leffee enters, he must raise a use. 1 Mol. 273.

(6) The best way to make the matter clear, is to mention a confideration of thillings, or fome other fum, though it be never paid; for where a leafe was the for a year, by the words demise, grant and to farm let, rendering a pepperm rent, it came to be a question upon a special verdict, whether the release aid operate upon it? and against it, it was objected, that the release was void, that there was no entry found, nor any confideration to raile an ufe; all the deration mentioned in the refervation being but a pepper corn, which is not cient, for that it is to be paid out of the profits of the land.

And North, chief justice, at first faid, that the refervation did foem to him not be sufficient to raise a use, for that a use must be raised out of the land, and

find to it before a rent can refult out of it.

Wyndbam, justice, was of opinion, that the refervation, though but a pepperwould raife a use

The court took time to advise it. Barker and Keet. 1 Mod. Rep. 262. Afterwards judgment was given, that the word grant would make the land pass way of use; and,

That the refervation of a pepper corn is a good confideration to raise a use to port a recovery.

Also, that this lease being within the statute of uses, there need be no actual try to make the leffee capable of the release; for by virtue of the statute, he be edjudged to be in possession. 2 Mod. Rep. 253, 253.

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to him the said A. B. in hand well and truly paid, before the sealing and delivery hereof, the receipt whereof he the faid A. B. doth hereby acknowledge, and thereof and therefrom doth acquit and discharge the faid 7. B. his heirs, executors and administrators, and every of them, for ever by these presents, as also for divers other good causes and confiderations, him the faid A. B. hereunto moving, he the faid A. B. hath bargained and fold, and doth by these presents bargain and sell unto the faid 7. B his executors administrators and assigns (a) all that meffuzee or tenement, and two acres of land, with the appurtenances, situate, lying and being in G. in the faid county of S. and the reversion and reversions, remainder and remainders, rents, issues and profits, of all and singular the said premisses (b), together with all deeds, rescripts, and muniments whatfoever, touching, or any ways concerning the fame premiffes, now in the possession of him the said A. B. or which he can any ways come at without suit in law: To have and to bold the said messuage or tenement, and two acres of land, situate, lying and being in G. aforefaid, in the said county of S. and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and every part and parcel thereof, and all and fingular other the premiffes herein before by these presents bargained and fold, or meant, mentioned, or intended to be herein and hereby bargained and fold, with their and every of their appurtenances, unto the said J. B. his executors, administrators and assigns, from henceforth for and during, and unto the full end and term of one year from henceforth next enfuing, and fully to be

But if the words bargain and fell, in confideration of money, be in the leafe; or if in consideration of money he doth demise, &c. there an use will arise by the statute of ules.

But if it is only rendering rent out of the land, that seems not to be a sufficient

There needs no invollment of a bargain and fale for years, that executes by the Antute without it. 2 Rep. 35. b. 36. c. 8 Cr. 93. 2 Rell. Ab. 204.

⁽a) If a man makes a lease for years without any consideration of money, the leffee hath not any chate till entry; for before entry he hath but an Intereffe Tory mini, and no possession. 1 Just. 298 a. and 46. b. Neither hath the lessor any reversion till the lessee's entry; nor will a release to him, which enures by way of enlarging an effate, operate without a possession, for before a possession there is no reversion. 1 Inst. 270. a. Cro. Yac. 169. pl. 9. Neither can he bring trespass.

1 Inst. 46, b. 270. a. 1 Mod. Rec. 262, 263. Carter 66. Co. Lit 51. b.

Plovod. 142. b. 423. a. Cr. Yac. 61. 2 Mad. 249 2 Vent. 203, 204. But

I suppose he may bring an ejectment, because lease, entry and ouster must be confeiled. Quere, for confession of leafe, entry, and ouster is not a confession of any entry sufficient to make out the plaintist's title where an entry is necessary thereto, but that the party must actually enter. 1 Saund. 319. 1 Sid. 233-1 Mod. 10. 1 Vent. 42, 332. 3 Keb. 218. I Salk. 246. Skin. 424.

confideration to raife an use. I Med. Rep :62, See 2 Med. 252, 253.

(b) By this bargain and sale of the reversion and reversions, remainder and remainders, rents, issues and profits, &c. the bargainee, by virtue of the Ratute of uses, becomes possessed a Rep. 35. b. (it being a term) without any attornment, and he may without attornment distrain or bring an action of debt for real-Naugh 51. 8 Rep. 93. b. 94. a.

dest and ended: (a) Yielding and paying therefore unto the faid B. his heirs and assigns, at the end of the said term, the rent of one per-corn, if the fame shall be demanded; to the intent that by virbereaf, and of the statute of transferring of uses in possession, (b) id J. B. may be in the actual possession for the said premisses, and respable of accepting a grant and release of the reversion and innce thereof to him the faid J. B. his heirs and assigns for ever, to my proper use and behoof of the faid J. B. his heirs and assigns ss, and to and for no other use, intent or purpose whatsoever. In The used> á Ge.

clared.

A Release upon the Bargain and Sale for a Year.

PHIS Indenture, (d) made, the second day of September in the fourteenth year of the reign of our fovereign lord George the Seby, Ge. and in the year of our Lord 1740, Between A. B. of the county of S. game. of the one part, and J. B of A in the county of S. gent. of the other part Witneffeth, that as well for in confideration of the fum of one hundred pounds (e) of lawful gland, by him the said J. B. to him the said A. B. in hand paid. se the fealing and delivery hereof, the receipt whereof he the faid doth hereby acknowledge, and thereof and therefrom doth acand discharge the said 7. B. his beirs, executors and administrators.

k is not necessary in a bargain and sale for years to have a refervation of Seconse the consideration of money raises the use; but where it is by demise, and to farm let, there ought to be a refervation of rent at the least to raise and whether that will do, it being a thing issuing out of the land only, great question. Fide 1 Mod. Rep. 263 But afterwards adjudged that it 2 Mod. 251, 253. 17 H. cap. 10

So for in possession as to accept of a release of the inheritance, but not to radpase until actual entry. Carter 67, 68.

rement by fluture or elegit may after the land extended bring trafpels without 1 Med. Rep. 217. 5 Rep. 124. a Garter 66. 78.

A lease and release are but one conveyance, and in the nature of one deed.

A release will operate without a confideration; but it is convenient to put ble confideration in, as money, or love and affection, or marriage, &c. t; Since the making of the statutes of 13 El cap 5. and 27 El. cap. 4. franchident conveyances, if a man makes a voluntary feoffment, or other pase, without good confideration, it shall be fradulent against a purchaser nal confideration, or a mortgagee, a judgment or fittute-creditor, fo good printed. Bee the Sunta, and Cro. Jac. 270, 271, pl. 3 They are fra-They are frabe spines a purchasor; the they are good amongst themselves.

See; Upon a trial, the consideration of the money paid, for which the judgper finace was enterethinto, much be proved.

and every of them for every by these presents, as also for diverse other good causes and confiderations him the said A. B. hereunto moving, he the faid A. B. hath granted, bargained, fold, remised, released, and for ever quit-claimed and confirmed, and doth by these presents, grant, bargain, fell, remile, release, and for ever quit claim (a) and confirm unto the said J. B. his heirs and assigns, in his actual possession now being (b) by virtue of one indenture of bargain and fale for one year thereof made by the faid A. B. to him the faid J. B. which faid indenture bears date the day next before the day of the date of these presents, and by force and virtue of the statute for transferring of uses into possessions All that melluage or tenement, and two acres of land, with the apportenances, fituate, lying, and being in G. aforefaid, in the faid county of S. and the reversion and reversions, remainder and remainders, reats, iffues and profits thereof, and of every part and parcel thereof, together with all ways, passages, waters, water-courses, commons, profits, and appurtenances to the same premisses, or any part or parcel thereof belonging or in any wife appertaining; together also with all the estate, right, title, interest, property, claim, and demand (c) whatsoever of him the said A. B. of, in and unto the said premisses, or any part or parcel thereof; To have and to hold the faid meffuage or tenement, lands and premisses, before by these presents granted, bargained, fold, remised, released, quit claimed and confirmed, or meant, mentioned, or intended to be herein and hereby granted, bargained, fold, remifed, released,

(b) Whenever a release is made, it is absolutely necessary, that he to whom the release is made be in possession of some estate at the time of the release, Liss sed. 447.

But if a man occupies as tenant at sufferance, a release will not enure to him for want of privity. List. sea. 461. His being tenant at sufferance is not good to vest any estate in him for want of privity between them; and a release to him, as to him who had the reversion, is void, because he had not any possession; there being no estate in him. And an estate cannot be vested in him in reversion by this means: for if tenant for life releases to him the reversion, it is void by way of release: and as a surrender it cannot pass for want of apt words. Cro. Eliz. pl & Dyer 251. pl 91.

But where a man is in possession by virtue of a lease at will, there a release shall operate by reason of the privity between the parties. And it is vain to make an estate by livery of seisin to another who hath the possession before. List. sec. 461, 402.

He that makes a release of lands must have an estate in himself, out of which the estate may be derived to the relesse; and the relesse is to have an estate in possession in deed or in law, in the land whereof the release is made as a foundation for the release; there must be privity of estate between the relessor and relesse; and be sufficient words in law not only to make the release, but also to create and raise a new estate, or the release will not be good Co. Liu. 271.

(e) These are Littleton's words, and necessary to be put in. Litt. feel. 445.

⁽a) Remise, release, and quit claim, are the words used by Litheton, sed. 445. It hath been the great wisdom and prudence of the sages of our law, to provide that no possibility, right, title, or chose in action, may be granted or assigned to strangers; for that would make multiplicity of suits, and great oppression to the people; neither can they be transferred by act in law; but all rights, titles and actions may, by the prudence and policy of the law, be released to the terre-tonant, for the reason of his repose and quiet, and for avoidance of contentions and suits. 10 Rep. 48. a

quit-claimed and confirmed, or meant, mentioned, or intended to be Serein and hereby granted, bargained, fold, remised, released, quitchimed and confirmed; and the reversion and reversions, remainer and remainders, rents, issues and profits thereof, and of every part ad parcel thereof, (b) with their and every of their appurtenances, unthe faid J. B his heirs and affigns for ever; to the only use and choof of the faid J. B. his heirs and assigns (c) for ever; (or it may be by, viz.) to the releasee, his heirs and assigns for ever, to the uses, pents and purposes herein after mentioned, and to no other use, intent purpose whatsoever, wie to the use of A. B &c. and so declare eules: or else it may be thus, To A. B. his heirs and alligns, to the I use and behoof of the said A. B. his heirs and assigns for ever, in trust nevertheless for the said C. D. Now if the words, (to the y use and behoof of the said A. B his heirs and assigns for ever) soot in the deed, then the estate doth execute by the Statute of Statute of Uses, es, and the trust is void

In a lease and release to make a tenant to the precipe, where the refe to make the tenant to the precipe is made to A. B. and his heirs, in the tenant to the precipe) it must be also to the use of him the A. B. his heirs and assigns for ever: for the release must be absotenant of the freehold.

A release that doth enure by way of passing an estate, &c. may be de upon condition, or with a deseasance; so as the condition be tained in the release, or delivered at the same time with it. Co.

And tho' there may be a recital, covenants, warranty, &c. inferted this release; yet it is good without any such additions.

A use is not executed by the unless the words (to the only use and behoof of A. B. his heirs and affigns for ever), are in the deed, made without confideration make a tenant to a pracipe the release must be made to him and his heirs, to the use of him and his

heirs for ever. Release may be made upon condition. No covenants necessary.

(i) As it is faid before, in the lease for a year, these words do vest the reverble. in him. So that by virtue of the lease and release, and statute of the may distrain, or bring debt for rent, without attornment. *Vide* 26. 50, 51. This was at the common law: but now attornments are by the statute of 4 5 Anne.

d) If I let land for life, or years, and release all the right I have without the deirs, this at the common law is but an estate for life; but if I release to and his heirs, or to him and the heirs of his body, then this is an inherical. Litt. seel. 465.

If there words are not in, then there being no use declared, it will be to use of the releasor, as it is in case of a Faof ment, where if I convey lands in I have on the part of the mother, to J. S. and his heirs, without constion, the use will be void; and the land shall again return to me and my som the part of the mother; for the law construes the use, the same in state quality as the land was. Hob. 31. Co. Litt. 13. a. 31. a. I Rep. 100.

9 Rep. 8. a. b. 11. a. Dyer 134.

At that a feofiment without confideration (and the like of any other convey
by to a man and his heirs, and fays not to whose use, it shall be to the use of

footor and his heirs. 9 Rep. 8. a. b. 11. a Sec 1 Lutev. 823.

where it is to A. B his heirs and affigus for ever; to the only use and befor the release, his heirs and affigus for ever, in trust for the said G. D.

with said C. D. must be a party to the deed, and a consideration of 5 s. to

paid by the release, and the purchase money declared to be paid by C. D the

tent of the words are not in the deed, then the estate doth execute by

Statute of Uses, and the trust is void.

Vol. V.

A Leafe for a Year to precede a Leaft.

Parties.

Confideration.

Grant. Percele

Makendun.

Beilerdum

Intent.

HIS Indenture Tripartite made, Gc. Between A. Gr. of the first part, B. and C. &c. of the second part, and D. and E. &c. of the third part, Witneffeth, that for and in confideration of 54. a-piece of lawful, &c. to the faid A. B. and C. in hand, &c. by the faid D. and E. well and truly paid, the receipt whereof the faid A. B. and C. do hereby acknowledge, and thereof, Gr. the faid A. and likewife the faid B. and C. (at the request, and by and with the consent, direction and appointment of the faid A. testified by his figning and fealing these presents) Have, and each of them Hath granted, bargained and fold, and by these presents Do, &c. unto the said D. and E. their executors, administrators and affigns, All that, &c. (Vide tit. Parcell); To have and to hold the faid (manor, meffuages, mill, closes, meadows, lands, tenements, bereditaments) and all and fingular other the premiter herein before mentioned, or intended to be hereby granted, bargained and fold, with their and every of their appurtenances, and every part and parcel thereof (except before excepted) unto the faid D. and E. their executors, administrators and affigns, from the ——— day of - for from the day next before the day of the date of these prefents) for and during, and unto the full end and term of one whole year from thence next enfuing, and fully to be compleat and ended; Tielding and paying therefore unto the faid A. B. and C. and the beirs and affigns of the laid A, the rent of one pepper corn only, at the feat of ---- next ensuing the date of these presents, if the same shall be lawfully demanded, To the latent that by virtue of these presents, and of the flatute for transferring uses into possession, the said De and E. may be in the actual possession of the hereby bargained and sale premisses, (or fir, of the faid - as in the habendum) and all and fingular other the premities herein before mentioned, or intended to be hereby granted, bargained and fold, with their and every of their appurtenances, and every part and parcel thereof, and may be enabled to accept and take a grant and releafe of the reversion and inheritance thereof to them and their heirs and ailigns, To and for the only proper ufe and behoof of them the faid D. and E. and of their hoirs and affigues for ever; (or it may be thus) To fuch uses as shall be thereby do clared. (a) In Witness, &c.

⁽a) Note; If the release consist of more than two parts, and he to the use of divers persons, then let the lessor and lessee for a year, both of them sed a many leases as there are to be parts of the release, and then say, in Mingle whereof all the parties to these presents have to each of these indentures in their hands and icals; and the like for the release, or any other dead of most parts than two.

In a Leafe for a Year to precede a Leafe by way of Mortgage, Say,

To the End, intent and purpose, that by force and virtue of the presents, and of the statute made for transferring of uses into possion, see the said H. J. may be in the actual possession of all and similar the hereby burgained and fold premisses, and be thereby the heteroided to take and accept of a grant and release of the freehold of a same premisses, amo and to the use of the said H J his heirs and so, during the lives of them the said E H. the mother, and B. H. the singleter, and the life of the longest liver of them, in such mannet that day a certain indemnare of release by way of mortgage, intended that date the day next after the date hereof, and made between the parties as are to these presents, shall be mentioned, limited and example of and conterning the same: In Winness, etc.

A Leift for a Year to precede a Releift with two Grants.

HIS Indicature made, Etc. Between Sir J. G. of bare. cloud fon and heir of dir J. U. lare of ----- bart. deceased, F. A. spinster, one of the daughters and co-heirs of R. A other-- sly deceased, of the one part, and E. M of - elgs and H. G. of - elg; of the other part, Winneffert, k for and in confideration, &c. to the faid F. A. in hand, &c. by hid E. M. and H. C. at, We, the receipt, We, the the faid F. M. bargained, &c. unto the faid E. M. and H. G. their executors, t. All, Gr. (the parcels released by Mrs. A.) and the reversion, Gr. bow, &c. Tielding, &c. to fuch uses as shall be thereby declared. ed this Indenture further witneffeth, that for and in confideration, &c. faid Sir J. G. in hand, &c. by the faid E. M. and H. G. at, &c. receipt, &c. he the said Sir J. G. (party, &c. J Hath, &c. barled, &c. unto the said L. M. and G. H. their executors, &c. All, 6. (the parcels released by Sir J. G.) and the reversion, &c. To bave, L. Tielding, &c. (as before). In Witness, &c.

A Release of an Estate to a Purchaser.

HIS Indenture, made, Between R. M. of, &c. gent. of the one part, and R. N. of, &c. of the other part, Witnessith, that for and in confideration of, Gc. to the faid R. M. in hand paid by the faid R. N. at or before the ensealing and delivery of these prefents, the receipt whereof, as the full confideration for the absolute purchase of the messuages, &c. herein after mentioned to be granted and released, he the said R. M. doth hereby acknowledge, and thereof, &c. and for divers, &c. He the said R. M. Hath granted, bargained, fold, aliened, released and confirmed, and by these presents Det fully, clearly and absolutely grant, &c. unto the said R. M. (in his actual possession now being), by virtue of a bargain and sale to him thereof made by the faid R. M. by indenture bearing date the day next before the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture, for the confideration of 10 s. therein mentioned, and by force and virtue of the statute for transferring uses into possession, and to his heirs and assigns, All that, &c. and the reversion, &c. and all the estate, &c. of him the said R. M. of, in, to or out of the said messuages, &c. and every part and parcel thereof, and all deeds, &c. which the faid R. M. now hath, or can come by, &c. together with true, &c. copies, &c. To bave and to hold the said messuage, &c. and all and fingular other the premisses hereby granted, &c. or intended so to be, with their and every of their appurtenances, unto the faid R. N. his heirs and alligns, to the only proper use and behoof of the said R. N. his heirs or assigns for ever, and to and for no other use, intent or purpose whatsoever; And, &c. Covenants that the releasor is right owner, and has power to fell; that the releasee shall peaceably enjoy, free from incumbrances; for further affurances to fush uses, Vide tit. Covenants.) In Witnefs, &c.

A Bargain and Sale for a Year to precede a Leafe.

"HIS Indenture, made the - day of - in the - year of the reign of - Between A. B. of, &c. of the one part, and D. of, Sc. of the other part, Witneffeth, that he the said A. B. and in confideration of the fum of five shillings of lawful money of Britain to him in hand paid by the faid C. D. at or before the aling and delivery of these presents, the receipt whereof is hereby acnowledged, Hath granted, bargained and fold, and by these presents grant, bargain and fell unto the faid C. D. his executors, admi-Prators and affigns, All that messuage, &c. (Here mention the premisthat are to be fold) and the reversion and reversions, remainder and mainders, rents, issues and profits of all and singular the said premiss, and every part and parcel thereof, with the appurtenances, To have to bold the said messuage, &c. lands, hereditaments and premisses ove granted, bargained and fold, and every part and parcel thereof with the appurtenances, unto the said C. D. his executors, adminisexters and assigns, from the day next before the day of the date hereof, rand during, and until the full end and term of one whole year, thenceforth next ensuing, and fully to be compleat and ended; Inding and paying therefore one pepper-corn, at or upon the feast-day St. Michael next ensuing the date hereof, if the same shall be law-My demanded: (or on the last day of the faid term, if the same shall be refully demanded): To the Intent, that by virtue of these presents, and force of the statute made for transferring of uses into possession, he the faid C. D. may be in the actual possession of all and singular the and premisses above bargained and sold, with the appurtenances, and thereby enabled to take and accept of a grant and release of the reperson and inheritance thereof to him and his heirs, to the only pro-For the and behoof of the faid C. D. his heirs and affigns for ever, (If the release be to trustees to uses, say, and be thereby enabled to take and accept of a grant and release of the reversion and inheritance thereof, to them and their heirs, to, for, and upon such uses, intents and purposes, as in and by the faid grant or leafe shall be thereof directed or dechared). In Witness, &c.

A Release of an Estate.

HIS Indenture, made, &c. Between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witneffeth, et the faid A. B. for and in confideration of the fum of - of lar ful money of Great Britain, to him the said A. B. in hand well a truly paid, at or before the fealing and delivery of these presents, the receipt whereof he the faid A. B. doth hereby acknowledge, an thereof and therefrom, and of and from every part and parcel there doth acquit, release, exonerate, and for ever discharge the said C. D. his heirs, executors and administrators, and every of them, by the presents, he the said A. B. Haib granted, bargained, sold, alieped, leafed and confirmed, and by thefe prefents Durb grant, bargain, fel alien, release and confirm unto the said C. D. (in his actual possession now being, by virtue of a bargain and fale to him thereof made, for one whole year, by indenture, bearing date the day next before the day of the date of these presents, and by force of the statute made sq transferring of uses into possession), and to his heirs and assigne, that messuage, Er. together with all houses, ont-houses, editions buildings, orchards, gardens, lands, meadows, commons, pattures and common of pasture, feedings, woods, underwoods, ways, pather waters, water courfes, calements, profits, commodities, advantager emoluments and hereditaments what loever, to the faid melloage, the helonging or in any wife appertaining, or which to and with the fam now are, or at any times heretofore have been held, used, occupied accepted, reputed, taken or known, as part, parcel, or member thereof or of any part thereof; And the reversion and reversions, remainded and remainders, rents, iffues and profits of all and fingular the side premisses, and every part and parcel thereof with the appurtenances And also all the estate, right, title, interest, property, claim and demand whatfoever, in law or equity, of him the faid A. B. of, in and to all and fingular the faid premiffes above mentioned, and of, in and to every part and parcel thereof, with the appurtenances; And also all deeds, evidences and writings, touching or concerning the laid premisses only, or any part thereof, together with true copies of all other deeds, evidences and writings, which do concern the faid premisses or any part thereof, jointly with any other lands or tenements, now in the cultody or possession of him the said A. B. or which he can or may get or come by without fuit in law or equity; the same copies to be made, taken or written at the proper costs and charges of the faid C. D. his heirs and affigns; To bave and to bold all and fingular the said messuages or tenements, lands, hereditaments and premisses, above in and by these presents released and confirmed, and every part and parcel thereof, with the appurtenances, unto the faid C. D.

And all deeds.

Habendum.

D. his heirs or affigue, to the only proper use and behoof of the fied C. D. his hears and affigns for ever, and to and for no other ule, ment or purpole whatsoever; And the said A. B. for himself, his Coverant that beirs, executors and administrators, doth covenant, grant, promife he i lawfully and agree, to and with the said C. D. his heirs and assigns, that he that faid A. B at the time of the scaling and delivery of these presents, is hwfully and rightfully seised, in his own right, of a good, sure, porfich, absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the said premisses abovementioned, with the apantenances, without any manner of condition, mortgage, limitation of k or uses, or other matter, cause or thing whatsoever, to alter, uge, charge, or determine the fame; And also that he the faid A. and hath power hath good right, full power, and lawful and absolute authority to to grant. release, convey and confirm all and fingular the faid meffuages, Le hereditaments and premisses above granted and released, with the apurtenances, unto the faid C. D. his heirs and affigns, to the only proper use and behoof of the said C. D. his heirs and assigns for ever, ording to the true intent and meaning of these presents; And also For quiet enthe the faid C. D. his heirs and assigns, shall and may at all times joyment. ever hereafter, peaceably and quietly have, hold, occupy, possess and enjoy all and fingular the said messuage, &c. hereditaments and unifies aforesaid, with the appurtenances, and every part and parcel beens, without the lawful let, suit, trouble, hindrance, molestation, perruption, eviction or disturbance of him the said A. B. his heirs or ns, or of any other person or persons lawfully claiming or to claim, from, or under him, them or any of them; And that freed and Free from incharged, or otherwise well and sufficiently saved, kept harmless and cumbrances. idemnified, of, from and against all former and other gifts, grants, bases, mortgages, jointures, dowers, uses, wills, entails, fines, post ses, issues, amerciaments, seizures, bonds, annuities, writings oblipacy, statutes merchant and of the staple, recognizances, extents, gments, executions, rents and arrearages of rent, and of and from other charges, estates, rights, titles, troubles and incumbrances Mattoever, had, made, committed, done or suffered, or to be had, tide, committed, done or suffered by the said A. B. or his heirs, or my other person or persons lawfully claiming, or to claim, by, from, munder him, them, or any of them. And further, that he the faid For further as-A. B. and his heirs, and all and every other person and persons, and surance. is and their heirs, having or lawfully claiming any estate, right, title, winterest, of, in, or to the said premisses above in and by these prereleased and confirmed, or any pare thereof, by, from, or under in or them, or any of them, shall and will from time to time, and at atimes hereafter, upon the reasonable request, and at the proper costs and charges in law, of the said C. D. his heirs or assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things, devife and devifes, conveyance and conveyances, effurance and assurances in the law whatsoever, for the further, better, and more perfect granting, conveying, releafing, confirming and affaring of all and fingular the premisses aforesaid, with the appurtenances, and every part and parcel thereof, unto the faid C. D. his heirs and wens, to the only proper use and behoof of the said C. D. his heirs and

That all fines, & . shall enure to the use of the releasee. affigns for ever, as by the faid C. D. his heirs or affigns, or his or their counsel learned in the law, shall be reasonably advised, devised and required. And laftly, it is covenanted, granted, concluded and agreed upon, by and between the faid parties to these presents, and the true intent and meaning hereof also is, and it is hereby declared so to be, that all and every fine and fines, recovery and recoveries, affurance and assurances, conveyance and conveyances in the law whatsoever, already had, made, levied, fuffered, executed and acknowledged, or at any time hereafter to be had, made, levied, suffered, executed and acknowledged, by or between the faid parties to these presents, or either of them, or by or between the heirs or assigns of the said parties, or either of them, or any other person or persons whotsoever, or any part thereof, either alone or by itself, or jointly with any other lands, tenements or hereditaments, Shall be and enure, and shall be adjudged, deemed and taken to be and enure, as for and concerning all and fingular the faid premisses above mentioned, with the appurtenances, to and for the only proper use and behoof of the said C. D. his heirs and assigns for ever, according to the true intent and meaning of these prefents, and to and for no other use, intent or purpose whatsoever. In Witness, &c.

Bargain and Sale for a Year.

Confideration.

Habendum.

Reddendum.

HIS Indenture, made, &c. Between J. M. citizen and bricklayer of London, on the one part, and J. A. of, &c. fen shipwright, on the other part, Witneffeth, that the faid J. M. for and in consideration of the sum of 51 of lawful, &c. to him in hand paid by the faid J. A. the receipt whereof he doth hereby acknowledge, and for divers other good causes and valuable considerations him thereunto moring, Haib bargained and fold, and by these presents doth bargain and fell unto the faid J. A. his executors, administrators and assigns, All that, &c. To have and to hold the faid piece or parcel of wood-ground, and all and fingular other the premisses herein before mentioned or intended to be hereby bargained and fold, with their and every of their rights, members and appurtenances, unto the faid J. A his executors, administrators and affigns, from the day next before the day of the date of these presents, unto the full end and term of one whole year, from thence next enfuing and fully to be compleat and ended; Tielding and paying therefore unto the faid J. M. his heirs or affigns, the rent of one perper-corn upon the feafl-day of St. Michael the Archangel now next coming (if lawfully demanded); To the intent and purpose, that by virtue of these presents, and of the statute for transferring of uses into possession, the said J. A. may be in the actual possession of the said piece or parcel of wood ground, or other the premisses, with their ?? purtenances, and be thereby enabled to accept and take a grant and

release of the reversion and inheritance thereof to him, his heirs and affigus for ever, by indenture intended to be made between the faid J. M. and Lhis wife, of the one part, and the faid J. A. of the other part, and to has date the day next after the day of the date of these presents. In Wittefs, &c.

The Release in Fee by Husband and Wise, with a Covenant to levy a Fine.

HIS Indenture, &c. Between J. M. citizen and bricklayer of London, and L. his wife, of the one part, and S. A. sen. of, Be. hipwright, of the other part, Witnesseth, that for and in considemion of the sum of, &c. of lawful, &c. to the said J. M. in hand well and truly paid by the said S. A. at and before the sealing and delimay of these presents, the receipt whereof he the said 7. M. doth hereby acknowledge, and thereof and of and from every part and paredinereof doth acquit, release and discharge the said J. A. his heirs and affigns, by these presents, He the said J. M. Hath granted, bar-Covenant of gained, sold, released and confirmed, and by these presents Dath grant, release. argain, sell, release and confirm unto the said J. A. (in his actual possome now being, by virtue of a bargain and fale to him thereof made the said J. M. by indenture bearing date the day next before the y of the date of these presents for the term of one year, commencing on the day next before the day of the date of the faid indenture, and force of the statute made for transferring uses into possession) and to s heirs and assigns for ever, All that piece or parcel of wood ground Premisses. commonly called, &c. heretofore grubbed up and converted into palwe, containing by estimation, &c. be the same more or less, situate, lying and being, &c. and all wood, under-woods, passages, easements, . rolus, commons and common of pasture, waters, water-courses, medges, ditches, mounds, fences, commodities, emoluments, heredidescrits and appurtenances what soever, to the said piece or parcel of ground and premiffes belonging or in any wife appertaining, or therewith or with any part or parcel thereof usually letten, occupied or enpyed, or accepted, reputed, taken or known to be part, parcel or memthereof, or of any part thereof, and the reversion or reversions, remainder and remainders, rents, iffues and profits of all and fingular the same premisses, and of every part and parcel thereof, with their and every of their appurtenances, and all the estate, right, title, interest, use, bull, possession, property, profit, claim and demand whatsoever of him the faid J. M. of, in, or to the same, or any part or parcel thereof, together with all deeds, evidences, writings, rescripts and muniments whaloever, touching or concerning the premisses, or any part or parcel thereof,

Covenant of warranty.

Covenant to levy a fine of all the premiffes, to the use of the conusee, his heirs and affigus for ever.

Covenant that the conusor is feised, Ge. in an citate of fcefimple;

and has full power, Gr. to fell the fame.

thereof, which he the faid Y. M. now hath in his hands, power or est-Rabendum in fee. tody, or which he can or may come by without fuit in law : To have and to bold the faid piece or parcel of wood-ground, and all and hagelar other the premisses herein before mentioned or intended to be hereby granted or released, with their and every of their rights, members and appurtenances, unto the said J. A. his heirs and assigns, to the only use and behoof of the said J. A. his heirs and assigns for ever. And the faid 7. M. his heirs, executors and administrators, the faid hereby granted and released premisses, and every part and parcel thereof, with their appurtenances, unto the faid J. A. his heirs and affigus, against the said J. M. his heirs and assigns, and all other persons whatsoever, And the shall and will warrant and for ever defend by these presents. faid 7. M. for himself, his heirs, executors and administrators, and for the faid L. his wife, doth coverant, promise and agree, to and with 7. A. his heirs and assigns, and to and with every of them by these presents, that he the said 7. M. and the said L. his wife, shall and will, at the proper costs and charges in the law of the said J. A. his heirs or assigns, before the end of Easter term next, acknowledge and levy, before his majesty's justices of the court of common pleas at Westminster, unto the said J. A. and his heirs, one or more fine or free, Sur cognizance de droit come ceo, &c. with proclamations thereupon to behad and profecuted, according to the form of the statute in that case made and provided, and the usual course of such fines, of the said piece & parcel of wood ground, and all and fingular other the premisses herein before mentioned or intended to be hereby granted and released, with their appurtenances, by such apt and proper name and names, descriptions, qualities or quantities, and other certainties, as shall be thought requisite or needful in that behalf; which faid fine or fines, so aforesaid, or in any other manner to be had and levied, and all other fine or fines had or levied, or to be had or levied, by or between the faid parties to these presents, or any of them, of or concerning the premisses, shall be and enure, and shall be construed, adjudged, deemed and taken, and is and are hereby declared to be and enure, to the only proper use and behoof of the said T. A his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever. Aid J. M. for himself, his heirs, executors and administrators, and every of them, doth fully covenant, promife and agree, to and with the said J. A. his heirs and assigns, and to and with every of them by these presents, in manner and form following, (that is to say) that he the faid 7. M. at the time of sealing and delivery of these presents, is and standeth lawfully and rightfully seised of and in the said piece or parcel of wood-ground, and all other the premisses herein before mentioned or intended to be hereby granted and released, with their and every of their appurtenances, of a good, fure, perfect and indefeafible estate of inheritance in see simple to him and his heirs for ever, without any condition, trust, power of revocation, or limitation of use or uses, or other restraint, matter or thing whatsoever, to alter, change, charge, defeat, incumber or make void the same. And that he the faid J. M. now hath in himself good right, full power, and lawful and absolute authority, to grant, bargain, sell, release and confirm the said parcel or piece of wood-ground, and all other the premisses above mentioned or intended to be hereby granted and released, with their and

and every of their appurtenances, unto the said J. A. his heirs and aligns for ever, in manner and form aforefaid. And also that the said Covenant see J. A. his beirs and affigns, shall and lawfully may from time to time, quiet enjoyand at all times hereafter, peaceably and quietly have, hold, use, oc- ment, capy, possess and enjoy the said piece or parcel of wood-ground, and all and fingular other the premisses herein before mentioned or invended who hereby granted and released, with their and every of their appurtrances, and receive and take the rents, issues and profits thereof, and of every part thereof, to his and their own proper use and behoof, minout any lauful let, suit, wouble, denial, evidian, ejection or inemption of or by the faid J. M, his heirs or assigns, or any other prion or persons whatsoever: And that free and clear, and freely and and that the learly acquitted, exonerated and discharged, or otherwise well and premisses are science laved, defended, have harmless and indemnified by the faid free from all M. his being executors and administrators, of, from and against incumbraness land all manner of former and other gifts, grants, bargains, lales, les, jointaines, domese and titles of domese, wies, wills, intenta, ngogen, flature menchant and of the Dayle, recognizeners, extents, problegs, fines, amerciaments, reficfs, quit-vents, rent-charges, no feets, see utities, yearly payments, and all arrestages thereof, and and from all other chares, water, troubles, charges and incumpges whatforwer, had, made, committed, done or fuffered, by the 1 7. M. or any other person or persons whatfacver. And further, Covenant to n be the faid J. M. and his beirs, and all and every other perfor make furthers. ipersons, having and lewfully claiming, or which can or may have surances, dehaufelly claim, any affane, right, title, interest, benefit or demand, s, to or out of the faid piece or parcel of wood-ground, and other memilies herein before mentioned erintended to be hereby granted desind, or easy past or parcel thereof, by, from or under him, or wife bowfacter, shall and will, from time to time, and at all times rakes, as the resionable request, costs and charges in the law, of while X A his being or alligne, make, do, acknowledge, levy, fuf-Band execute, or could or procure to be made, done, acknowledged, the suffered and exacented, all and every such further and other lawand reasonable act and acts, thing and things, deed and deeds, con-A more perfect assuring of the said piece or parcel of ground, and other he had heroby released premisses, with their and every of their appurepres, unto the faid J. A. his heirs and alligns for ever, as by the faid A his being or assess, or his or their counsel learned in the law, awalonably devised, advised or required, so as such further assurance Murances contain no further warranty than against the person or perme making the fame, and to as the perion or perions required to make a same be not compelled: or compellable to travel further than the ies of London and Westminstor, for the doing thereof. In Wil-My &c.

A Bargain and Sale for a Year, of one Fourth of feveral Meffuare the Whole in four equal Parts to be divided.

Confideration.

Covenant of bargain and fale. Premiffes.

HIS Indenture, made, &c. Between W. M. of, &c. gen of the one part, and C. C. of, &c. efq; of the other part, W. nelletb, that in confideration of the sum of five shillings of lawful, to the faid W. M. in hand at or before the fealing and delivery of that presents by the said C. C. well and truly paid, the receipt whereof: hereby acknowledged, and for divers other good causes and confiden tions him hereunto moving, he the faid W. M. Hath bargained fold, and by these presents Doth bargain and sell unto the said C. one full and equal fourth part, (the whole into four equal parts bei divided) of and in all that meffuage or tenement, with the apport nances, commonly called or known by the name or fign of, &c. m or late in the tenure or occupation of, &c. And also of and in all messuage or tenement, with the appurtenances, commonly called known by the name or fign of, &c. now or late in the tenure or or pation of, &c. And also of and in all those two old ruinous or caved meffuages or tenements, with their appurtenances, adjoininggether, one of which was formerly called, &c. and was heretofore the tenure or occupation of, &c. and the other was heretofore in tenure of, &c. all which faid messuages or tenements and premisses situate, &c. and also one full and equal fourth part of all and sing other the messuages or tenements, tofts, soil and ground of or belo ing to him the faid W. M. or whereof or wherein he hath any establishment inheritance or freehold in possession, reversion or remainder, with the and every of their appurtenances, situate, lying or being, &c. and ways, passages, lights, easements, profits, advantages and appa nances whatfoever, to the faid fourth part of the faid feveral messua or tenements above mentioned, or to any other part of the premi herein before mentioned or intended to be hereby bargained and f belonging, or in any ways appertaining, and the reversion and reve ons, remainder and remainders, rents, issues and profits of all and gular the same premisses, every or any part or parcel thereof: To be and to hold the faid fourth part of the faid feveral melfuages or teneme herein above particularly expressed, and all and singular other the misses herein mentioned or intended to be hereby bargained and so with their and every of their rights, members and appurtenances, the faid C. C. his executors, administrators and assigns, from the next before the day of the date of these presents, for and during unto the full end and term of one year, from thence next enfuing, Reddendum of the fully to be compleat and ended; Tielding and paying therefore unto

Habendum for the term of one year.

rent of one pep-

faid W.M. his heirs or affigns, the rent of one pepper-corn only upon per corn only. the last day of the said term (if lawfully demanded) To the Intent that To the intent by virtue of these presents, and of the statute for transferring uses into the lesse may pulction, the faid C. C. may be in actual possession of all and singular be in possession be premissed seement before mentioned or intended to be hereby bar-mised and fold, with the appurtenances, and be thereby enabled to ac-take a release in fee of the preex and take a grant and release of the reversion and inheritance thereof, misses. him and his heirs for ever, by indenture intended to be made bemen the faid W. M. and L. his wife, of the one part, and the said C. on the other part, and to bear date the day next after the day of he date of these presents. In Witness, &c.

The Release in Fee by Husband and Wise, with a Covenant to levy a Fine.

THIS Indenture, made, Gr. Between W. M. of, Gr. gent. and L. his wife, of the one part, and C. C. of, &c. esq; of the er part, Witnesseth, that the said W.M. for and in consideration of Consideration. from of, &c. of lawful, &c. to him in hand at or before the sealing Idelivery of these presents by the said C. C. well and truly paid, the scopt whereof he doth hereby acknowledge, and thereof and from y part thereof doth acquit, release and discharge the said C. C. his zators, administrators and assigns, by these presents, he the said W. Hath granted, bargained, fold, aliened, released and consirmed, Covenant of l by these presents Doth grant, bargain, sell, alien, release and con-release in see, unto the faid C. C. in his actual possession now being, by virtue of bodenture of bargain and fale, bearing date the day next before the of the date of these presents, to him made by the said W. M. in inderation of 5 s. by him paid to the faid W. M. for the term of one r, commencing from the day next before the day of the date of the s indenture, and of the statute for transferring uses into possession, to his heirs, All that, &c. and also all the part, property, me, estate, right, title, interest, use, trust, benefit and equity of retappion, claim and demand whatfoever of him the faid W. M. of, in, or out of the same premisses, every or any part or parcel thereof in any he bowloever, together with all deeds, evidences and writings touch- and to deliver or concerning the same premisses, or any part thereof alone, which all writings, to the faid W. M. now hath in his custody or power, or can or may be by without suit in law, and true copies of all other such as concern penifies jointly with any other lands or tenements, to be made at charge of the faid C. C. his heirs or affigns, To have and to hold Habendum, to ≈ laid fourth part of the said messuages or tenements, and all and sin- the relessee in der other the premisses herein before mentioned or intended to be fee. released or confirmed, and every part and parcel thereof, with

their

their and every of their rights, members and appartenances, anto the

vy a fine of the pramilles

faid C. C. his heirs and alligue for ever. To the only proper afe and be-Command to be hoof of the faid . C. his heirs and aligns for ever. And the faid W. M. for himself, his heirs, executors and administrators, and for the faid L. his wife, duck covenant, promife and agree, to and with the fuid C. C. his heirs and alligns, by these presents, that he the said W. M. and the faid L. his wife, shall and will, at the proper costs and charges of the fuid C. C. his heirs and affigue, before the end of Trinity term next, acknowledge and levy, before his majesty's justices of the court of common pleas at Washington, unto the faid C. C. and his heirs, one or more fine or fines, Sur Cognimance de droit come cos, &c. with proclamations thereupon to be had and made, according to the form of the statute in that case made and provided, of the said fourth part of the faid several messuages, tenements, and all and singular other the premisses herein before mentioned or intended to be hereby released or confirmed, with their appurtenances, by such apt and proper names, descriptions, qualities, quantities or other certainties, as shall be thought requisite or needful in that behalf; which said fine or fines, so as aforesaid or in any other manner to be had and levied, shall be and enure, and shall be construed, adjudged, decused and taken, and is and are hereby declared, by and between all the faid parties to these presents, to be and enure to the only proper use and behoof of the faid C. C. his heirs and affigns for ever, and to or for no other use, intent or purpose whatsoever. And the said W. M. for himself, his heirs, executors and administrators, deth further covenant, promise and agree, to and with the said C. C. his heirs and affigns, by these presents, in manner and form following (that is to far) that he the faid W. M. now is and stands lawfully and rightfully feiled of the faid fourth part of the faid feveral melfuages or tenements and all and fingular other the promiffes herein before mentioned or intended to be hereby released, and every part or parcel thereof, with the appurtenances, of a good, pure, absolute and indefeafible estate of inheritance in fee-fimple, without any manner of condition, limitation, or other matter or thing to alter, change, charge or defeat the fame, and that he now hath in himself good right and lawful authority to bergain, fell, release and confirm the same, and every part and parcel the cof, with their appurtenances, unto the faid C. C. his heirs and affigns, in manner and form aforefaid. And alfo, that the faid fourth part of the faid meffgages or tenements, and all and fingular other the premisses, with their appurtenances, now are and be, and so from henceforth from time to time, and at all times hereafter, shall be, remain and continue unto the faid C. C. his heirs and alligns, free and clear, and freely and clearly acquitted, exonerated and difcharged, or otherwise by him the said W. M. his heirs, executors or administrators. well and fufficiently faved, kept harmless and indemnified of, from and against all and all manner of former and other gifts, grants, bargains,

> fales, leafes, jointures, dowers, mortgages, recognizances, flatutes, judgments, extents, titles, troubles, charges and incumbrances whatforver, had, made, committed, done, or wittingly or willingly fuffered, or to be had, made, committed, done, or wittingly or willingly fixfered by him the faid W. M. or any person or persons lawfully claiming or to claim by, from or under him, or by or with his act, means, consent,

> > neglett,

to the use of the conusec, his heirs and affigns for ever.

Covenant that the bargainer is lawfully seised, ŧ٠.

and hath full power to fell, 300.

Covenant that the premiffes are free from all incumbrances.

segled, default, privity or procurement. And lastly, that he the said W. M. his heirs, executors and administrators, and the said L. his wife, all and every other person and persons lawfully claiming or to claim effate, &c. (The Covenant for further assurance.) In Witness Spreaf, &c.

A Leafe for a Year, of a Rectory and other Lands, with Exceptions.

HIS Indenture made, Gr. Between G. C. of, Gr. gent. of the one part, and S. R. citizen and cook, of London, and R. B. We. clothworker, of the other part, Witneffeth, that the said G. C. Consideration. rand in consideration of five shillings of lawful money of Great Brito him in hand paid at or before the fealing and delivery of thefe kents, by the said S. R. and R. B. the receipt whereof is hereby acwiedged, Hath bargained, fold and demised, and by these presents burgain, sell and demise unto the said S. R. and R. B. All that the Recital of the bry or parsonage impropriate of the church of, &c. and all manner premisses. thes and tenths unto the faid rectory or parsonage belonging or in reise appertaining; And also all that the capital messuage, scite and tlands of the rectory aforesaid, and all those lands and tenements d, &c. And also all that the manor belonging to the said rectory of, And also all those two parcels of pasture and arable lands, called mown by the name of, &c. with the appurtenances, containing by nation, Ec. And all those parcels of lands called, Sc. Which said before mentioned two parcels of pasture and arable land, containing, and the said parcels of land, called, &c. were sometime heretoparcel of the glebe lands belonging to the faid rectory; And also those several pieces of land called, &c. lying and being, &c. aforeand all that messuage or tenement called, &c. and all houses, se and yards thereunto belonging, And also all those closes and parland called, &c. containing by estimation, &c. be the same more the, fituate, lying and being, &c. And also that messuage or tenement, the apportenances, and the feveral lands and tenements formerly the tenure and occupation of, &c. his under-tenants or assigns; all ch faid premisses are or late were in the several tenures or occupas of Ge. their or some one of their under-tenants or assigns, situate. being, &c. aforesaid, with their and every of their rights, members appartenances; together with all and fingular the houses, buildyards, gardens, lands, grounds, woods, underwoods, liberties, eges, royalties, ways, waters, easements, commons, profits, comthes, hereditaments and advantages whatfoever to the faid premiffes, every or any part or parcel thereof, belonging or in any wife aping: And also all and lingular other the manors, rectory, parlonimpropriete, glebe-lands, tithes, messuages, lands, tenements and hereditaments

Exceptions of feveral meffuages, &c.

Exception of a parcel of land.

Exception of timber, &c.

Habenium.

. Redlendum.

hereditaments whatfoever, with their and every of their rights, members and appurtenances, situate and being, &c. which in and by certain indentures of leafe and releafe, the leafe bearing date on or about the first day of, &c. and the release the second day of, &c. and made between R. D. of, &c. elg; and E. his wife, of the one part, and the faid G. C. of the other part, and by fine levied by the faid R. D. and E. his wife, pursuant to a covenant or agreement for that purpose contained in the faid indenture of releafe, or otherwife were conveyed by the faid R. D. and E. his wife to the faid G. C. and his heirs, and the reversions, remainder and remainders, rents, iffues and profits of all and fingular the premisses herein before mentioned or intended to be hereby bargained, fold or demised, and of every part and parcel thereof, with their and every of their appurtenances; Except and always referred out of this present bargain and sale unto and for the said G. C. his heirs and affigns, all that meffuage, tenement or farm, with the barn, stable and cow-house, and the several pieces or parcels of land thereunto belonging, with the appurtenances, containing, &c. be the same more or less. now or late in the tenure or occupation of, &c. being parcel of the faid hereby bargained premisses, and situate, &c. abutting upon the lands belonging to the manor of, &c. towards the East, and upon the lands now or late in the tenure or occupation of, &c. towards the West, and upon lands belonging, &c. towards the North: And also all that meffuage or tenement, with the land thereto belonging, containing by estimation, &c. be the same more or less, situate, &c. sometime in the tenure or occupation of, &c. being other parcel of the faid hereby bargained premisses, And also all that parcel of land with the appurtenances, containing by estimation, &c. situate, &c now or late in the tenure or occupation, of &c. being farther part of the faid hereby bargained premisses, and also all ways, passages, waters, commons, pastures, feedings, privileges, advantages and appurtenances whatfoever, to the faid meffuages, or tenements and lands last before mentioned to be now or late in the tenures or occupations of, &c. or either of them, in any wife belonging or appertaining; And also except out of this present bargain and sale, unto and for the faid G. C. his heirs and affigns, all fuch timber, and fo many of the timber trees now standing or growing in or upon the faid hereby bargained premisses, as shall be cut down and disposed of by the said G. C. his heirs or assigns, within the space of two years next ensuing the date of these presents, pursuant to the liberty and power for that purpose given, limited and appointed in and by a certain indenture quinque partie intended to be made between the faid G C. of the first part, R. F. of London, merchant, of the second part, T D. citizen and haberdasher of London, of the third part, W. C. of, Ge of the fourth part, and J. W. and J. L. of, &c. gent. of the fifth part, and to bear date the day next after the date of these presents; To bave and to bold the said rectory or parsonage impropriate, tithes, manor, lands, tenements, hereditaments, and all and fingular other the premisses herein before mentioned, or intended to be hereby bargained, fold or demifed, with their and every of their rights, members and appurtenances, (except as before excepted) unto the faid S. R. and R. B. their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the term of one whole year, from thence next following, and fully to be compleat and ended, Tielding and paying therefore

detelors unto the faid G. C. his beirs or affigure, the rest of one sepperna soly; on the last thay of the said term, if the same shall be demanded j hits literal and Purpose, that by virtue of these prefents, and of the sta- Declaration ple transferring uses into pulledion, the faid S. R. and R. B. may be of the intent, the actual policition of the faid hereby bargained and affigued premiswhich their appurtenances, (except as before excepted) and may hybe enabled to take a gram or release of the revertion and inherithereof to them and their heirs by indenture tripartite, intended to blade between the faith G. C. and A. his wife, of the first part, and the W.C. of the second part, and the faid S. R. and R. B. of the third is and to bear date the day next after the day of the date of thefe lines, to fadh uses, intents and purposes, as shall be meationed and thed in the faid inderiver. In Witherle, &c.

Behafe of the Restory, and other Lands, with Exceptions, in Truft to raise an Alminity in Fee, with further Uses.

HIS Indenture, Pripartite, made, Gr. Between G. G. of, Ges gent, and d his wife, of the first part, W. G. citizen and haher of Lendon, of the second part, and S. R. and R. B. of seat. of the third part, Witneffeth, that for and in confideration of Confidence of, esc, to the laid G. C. in hand, at or before the fealing and tion. my of these presents, by the said W. C. well and truly paid and the receipt whereof he the said C. C. dath hereby adknowand thereof and therefrom, and of and from every part and parerrof doeh acquit, release and discharge the said W. C. his heirs, ters and administrators, for ever, by these presents, (which said f, Ge. is part of the fum of, Ge. mentioned in a cortain indenminguepastite, bearing even date with these presents, and made besehe faid G. C. of the first part, R. F. of, &c. merchant, on trend part, T. D of London, haberdusher, of the third part, the C on the fourth part, and J. W. of, Gr. gent. and J. W. le gent, and J. L. citizen and haberdasher of Landon, on the part, so be paid to the said R. F. and G. C. by the said W. C. so the confideration for the making of the faid indenture, and also in confideration of five shillings of like lawful money to the in hand well and truly paid by the faid S. R. and or one of them, the receipt whereof he doth hereby asknowthe field G. G. at the requell, and by the directions of the C tellified by his being a party to, and his figning and feeling presents, Hash granted, bargained, fold, aliened, released and med, and by these presents Doth grant, bargain, sell, alien, release Covenant of purious the said S. R. and R. B. sin their actual possession now release of the pursue of a bargain and sale to them thereof made by the said preceding by indenture bearing date the day sext before the day of the date leafe for a

Exception of the first mesfuage.

Exception of the fecond meffuage.

Exception of the parcel of land.

Exception of the timber,

Hobendum, in trust to raise an annuity to be paid quarterly, &c. of these presents, for one year commencing from the day next before the date of the faid indenture, in confideration of the fum of five thillings paid to the faid G. C. by the faid S. R. and R. B. and by force of the statute for transferring uses into possession) and to their heirs and assigns, all that the rectory or parsonage of, &c. and all and singular the premisses, with the appurtenances, and the reversion and reversions, remainder and remainders, rents, iffues and profits of all and fingular the faid premisses, and every part and parcel thereof, and also all the estate, right, title, interest, use, trust, possession, inheritance, claim and demand whatfoever, of him the faid G. C. of, in, to or out of the same, and every or any part or parcel thereof, in any wise howsoever, together with all and fingular the deeds, evidences, and writings relating to the faid premisses, which are particularly mentioned in the schedule hereunto annexed, and also all other deeds, evidences and winings, touching or concerning the said premisses, or any part or parcel thereof, which he the faid G. C. now hath in his custody, or can or may come by without suit in law; Except and always reserved out of this present release, unto and for the said G. C. his heirs and assigns, all that meffuage, tenement or farm, with the barn, stable and cow house, and the several pieces or parcels of land thereunto belonging, with their appurtenances, containing by estimation, &c. (be the same more or less) now or late in the tenure or occupation of 7. R. being parcel of the said hereby bargained and released premisses, situate, &c. And also all that meffuage or tenement, with the land thereunto belonging, containing, Ge. (be the same more or less) situate, Ge. sometime in the possession or occupation of J. S. and now or late of the faid J R. being other parcel of the faid hereby bargained and released premisses; And also all that parcel of land, with the appurtenances containing by estimation Ge. (be the same more or less) situate, Ge, now or late in the tenunt or occupation of W. S. being further parcel of the faid hereby bargains ed and released premisses, and also all ways, passages, waters, commons, pastures, seedings, privileges, advantages and appurtenance whatsoever, to the said messuages or tenements, and lands herein before last mentioned to be now or late in the tenures or occupations of J. R. and W. S. or either of them, in any wife belonging or appertaining: And also except and reserved out of this present grant and release unit and for the faid G. C. his heirs and affigns, all fuch timber, and so many of the timber trees now standing or growing in or upon the said here by released premisses, as shall be cut down and disposed of by the sain G. C. his heirs or assigns, within the space of two years next ensuing the date of these presents, pursuant to the liberty and power for that purpose given, limited and appointed, in and by the above mentioned indea ture quinquepartite, bearing even date with these presents; To have am to bold the faid rectory or parlonage impropriate, tithes, manore, lands renements and hereditaments, and all and fingular other the premifie herein before mentioned or intended to be hereby bargained, fold or re leafed, with their and every of their rights, members and appurtenance (except as before excepted) unto the faid S. R. and R. B. their heirs a assigns, to and for the several uses, intents and purposes berein as mentioned and expressed; (that is to fay) to the use, intent and pe pose, that the faid W. C. this heirs and assigns, shall and may year have, receive, take and enjoy, to his and their own proper ale and

book for ever, one annuity or yearly rent charge of, &c. of lawful; to be yearly issuing and going out of and chargeable upon all and ingular the faid hereby bargained and released premisses, with their apmeasurces, (except as before excepted) and to be paid at the four moth feaths or days of payment in the year; (that is to fay) the feaths St. Michael the archangel, the birth of our Lord Christ, &c. by and equal portions without any deduction, defalcation or abatement moever, for or by reason of any taxes, charges, or assessments, orbury of extraordinary, by authority of parliament or otherwise hower, which are or shall be rated, taxed, charged or affested upon the hereby released premisses, or any part thereof, or the faid annuity, my part thereof, or upon the faid W. C. his heirs or affigns, for or selpect thereof, or for any other matter, cause or thing whatsoever; furth payment thereof to begin and to be made on the feast day of. ensuing the date hereof: And also to the intent and purpose, that Covenant, t shall happen the said annuity or yearly rent charge, of, &c. or any for a namine R thereof, shall be behind or unpaid, in part or in the whole, by the pane, in case. ceof thirty days next after any of the faid feasts or days of payment of failure of which the same ought to be paid as aforesaid, that then, in every or fuch case, the said W. C. his heirs and assigns, shall or lawfully p have, take and receive the fum of, &c. for every thirty days afmrds, wherein the said annuity or yearly rent charge, or any part reof, shall be behind and unpaid to him or them (nomine pane) to be tited, lost and unpaid by such person or persons, as from time to time In to pay the said annuity or yearly rent-charge: And also to the sar-lintent and purpose, that when and so often as the said annuity or enter on the ly-rent-charge of, Efc. or any part thereof, or any of the faid fum premisses, in ims of, &c. which shall become forfeited or lost by reason of non- case the anment of the said annuity or yearly rent-charge as aforesaid, or any nuity, &.. thereof, shall be behind, unpaid, or in arrear, it shall and may be be unpaid, ful to and for the faid W. C. his heirs and affigns, into and upon the \cdot rectory or parsonage impropriate, tithes, manor, lands, tenements, aditaments and premisses herein before mentioned or intended to be thy bargained, fold or released, and every part and parcel thereof, their appurtenances, (except as before excepted) at his or their and pleasure, to enter and distrain for the same, and every or any and to difthereof, and all arrearages thereof; and the diffress and diffress train for the and there found to take, lead, drive, carry away or impound, and fame, same to detain and keep, until the same annuity or yearly rent-charge of. and all arrearages thereof, and the faid fum or fums of money, ich shall be forseited as aforesaid, (if any there shall be) and every thereof, together with the charges of fuch diffress or diffresses and to fell the be lawfully paid and latisfied, or otherwise to fell and dispose of diftres, &. distress or distresses, according to the direction of the late act or of parliament in that behalf made, for or towards payment and fathion of the said annuity or yearly rent-charge, and the said forseiand charges of such distress or distresses: And as for and concern-And the rest of the said rectory, parsonage, tithes, ma- of the prelands, tenements, hereditaments and premisses herein before men-misses to reed, or intended to be hereby bargained, fold or released, with their main to the menances (except as before excepted) charged and chargeable never- use of the ich, with and subject to the said annuity or yearly rent charge of, relessee.

Covenant for payment of the faid annuity, nomine pane, &c.

And that the premitted final remain liable to the payment of the faid anauity, &c.

Covenant, that the releffce shall pay all takes, &c.
And that the relessor is lawfully seifed, &c.

And bath power to fell,

Covenant that all the premifies are and shall remain free from all manner of incumbrances. Etc. and the provisions and remedies herein before mentioned and aspointed, for the better fecuring the payment thereof, to the use and behoof of the said G. C. his heirs and affigus for ever: And the said G. C. for himself, his heirs, executors, administrators and affigue, doth covenant, promise and agree, to and with the faid W. C. his being and affigns, in manner and form following; (that is to fay) that he the faid G. C. his executors, administrators and affigure, or some of them, shall and will from time to time, and at all times hereafter for ever, well and truly pay or cause to be paid unto the said W. C. his heirs and asfigns, the faid annuity or yearly rem charge of, Us. of lawful money of Great Britain, as the same shall become due and payable, by virtue of these presents, without any decinetion, defalcation or abatement whatfoever as aforefaid, together with such sum or same of money, as shall from time to time become forfeited as aforesaid, by reason of the nonpayment of the faid annuity or yearly rent-charge, according to the true intent and meaning of these presents: And that the faid rectory or parfonage impropriate, tithes, manor, lands, tenements, hereditaments, and all other the premisses herein before mencioned or intended to be hereby barguined, fold or released, with their and every of their appurtenances, and the rents, iffuer and profits thereof, now are, and to from time to time, and at all times for ever bereafter shall remain, contime and be liable to the faid amounty or yearly rent tharge of, &c. and the faid nomine pene, and to the diffress and distresses of the said W. G. his heirs and alligns for the fame; and the arrestages thereof as aforesaid: And that if any taxes, charges or affessments, shall be laid, taxed or affeffed on the faid annuity or any part thereof, or the faid W. C. his heirs or assigns, for or in respect thereof, or any part thereof, he the faid G. C. his heirs, executors, administrators and assigns, shall and will from time to time bear, pay and discharge the same: And further, that he the faid G. C. at and immediately before the scaling and delivery of these presents, is the sole, true and lawful owner and proprietor of all and fingular the faid premisses herein before mentioned, or intended to be hereby bargained, fold, or released with their appuntnances, and is and stands folely, lawfully and rightfully seifed thereof, and of every part and parcel thereof, of a good, pure, absolute and indefealible effate of inheritance in fee-fimple, without any manner of condition, limitation, use, trutt, proviso, power of revocation, or any other restraint. matter or thing whatloever, to alter, determine, impeach or make void the fame: And also, that he the faid G. C. now hatti in himself good right, full power, and lawful and absolute authority; to grant, bargain, fell, release and convey all and fingular the faid premiffes, with their appurtenances; (except as before excepted) unto the faid S. R. and R. B. their heirs and assigns, to and for the uses, intents and purposes herein before mentioned; and in manner and form aforefaid; And further, that the fame premisses, and every part and parcel thereof, with their appurtenances, (except as before excepted) now are, and from henceforth for ever hereafter shall remain, continue, and be to the uses, intents and purpotes herein before mentioned and expressed, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and fufficiently faved, kept harmless and indemnified by him the said G. G. his heirs or assigns, or some of them, of, from and against all and all-

manner of former and other gifts, grants, bargains, fales, jointures, the dower of the faid A, the wife of the faid G. C. and all other dowers and titles of dower, lifes, wills, intails, mortgages, judgments, thasuces merchant and of the Staple, fines, recognizances, amerciaments, seliefs, quit reats, reats-charges, rents-feck, annuitants, yearly payments, and all acreasages thereof, and of, from and against all other estates, titles, troubles, charges, incumbrances, claims and demands whatfoever, had, made, committed, done, or wittingly or willingly lastered by them the said G. C. R. D. and E. bis wife, E. P. esq. deceased, father of the faid E. and J. P. elq; deceased, uncle of the find E. P. or any of them, or which shall or may be asked, claimed, or demanded by any person or persons lawfully claiming or to claim, by from or under them or any of them, or by, through, with or under their or any of their act, means, consent, knowledge, privity, default m procurement in any wife however; Except the remainder of a term Except the of five hundred years granted by the faid T. D. and E. his wife to remainder of J. R. efq; of and in the find hereby neleated and excepted premuffes a term of way of mortgage, by indenture bearing date on or about, &c. and 500 years fine levied by the said R. D. and B. his wife, for corroborating the way of morthid term: And also except the remainder of a term of 1000 years grant- gage ed of and in the fame premisses, by the said G. C. to the said E. D. that the faid G. C had purchased the inheritance of the premises from Except likethe faid R. D. and E. his wife, by way of mortgage also, by inden- wife the reme hearing date, Esc. and which remainders of the faid two terms of mainder of a 900 years and 1000 years, are by indenture quinquepartite, hearing even term of 1000 dure with those presents, and made between the faid G. C. on the first years. pur, B. F. of, Ge. on the second part, and T. D. citizen and haberwhich faid w. C. on the fourth part, which faid w. C. on the fourth part, which faid terms are afad so the faid J. W. and J. L. their executors and administrators, In trust to se-Find to permit the faid W. C. his heirs and assigns, to receive and take cure the paythe faid annuity or yeardy vent charge of, &c. and to make use of such ment of the smedies as are herein before appointed, for the better securing the pay said annuity. sum thereof, and upon several other special trusts therein particularly expressed; and after the discharge of those trusts, then in trust for the Fid G. C. his heirs and alligns, and to attend and wait upon the freehald and inheritance of the faid premises: And the faid G. C. for himfelf, his heirs, executors and administrators, and for the faid. A. his Covenant to time, doth covenant, promise and agree, so and wish the faid 6. R. and levy a fine of R. B. their beirs and affigns, that they the faid G. C. and A. his wife all the pre-hall and will, as of Vrinity term last, or before she and of Miobachuse misses. was next enfuing the date of their prefents, in due form of law, at his their charge, acknowledge and levy, or cause or procure to be acmouledged and levied unto the faid & R. and J. L. and the house of but of them, one fine Sur constance de dequi come ces, dec. with practatutions to be thereupon had and levied, according to the fluture in that extermade and provided, and the usual counter of fines, of the said roovery or passonage impropriate, tithes, manor, lands, tenements, heceuncote, and all other the premises herein before meanined or intended to be hereby bargained, fold or released, and every of their appnotenances (except as herein before is excepted) by fach name or names. guaratities, qualities and numbers of acres, or other certainties as shall

Which faid fine shall enure only to the uses above mentioned.

Covenant to make further affurance.

Coverant to produce all deeds, &c. relating to the premifies.

be thought proper on that behalf, which faid fines fo as aforefaid, or isany manner to be had and levied, and all and every other fine and fines already had and levied, or to be had and levied, of the faid hereby re-Jeased premisses, or any part thereof, to which the said parties to these presents, or any of them, is, are and shall be parties or privy, shall be and enure, and shall be deemed, adjudged, and taken to be and enure, and is and are declared and agreed, by all the faid parties to these prefents, to be and enure; To and for the several uses, intents and purposes herein before mentioned and expressed, and to and for no other use, intent or purpose whatsoever: And that the said G. C. and A. his wife, and their heirs, and all and every other person or persons, having or lawfully claiming, or which can or may lawfully have or claim, any eftate, right, title, interest, benefit, claim or demand of, in, to or out of the faid premisfes, or any part or parcel thereof, (except as before excepted) by, from or under, or in trust for them or either of them, or the faid R. D. and R. his wife, or the faid E. P. and J. P. deceased, or any of them, shall and will from time to time, and at all times hereafter, at the reasonable request, and at the cost and charges in the law, of the faid W. C. his heirs or assigns, make, do, suffer, acknowledge, levy and execute, or cause or procure to be made, done, suffered, acknowledged, levied and executed, all and every such further and other lawful and reasonable acts, matters and things, conveyances and assurances in the law whatfoever, for the further, better and more perfect alfuring and conveying of all and fingular the faid hereby releafed premifies, and every part and parcel thereof, with their appurtenances (except as before excepted) to and for the several uses, intents and purposes herein before particularly mentioned and expressed, as by the said W. C. his heirs or assigns, or by his-or their counsel learned in the law, shall be reasonably devised, advised or required, so as such surther assurances contain no further or other covenant or warranty than against the acts of the person or persons making the same, and so as the person or perfons, who are to make the fame, be not compelled or compellable to travel farther than the cities of London or Westminster for the doing thereof: And lastly, the said W. C. for himself, his heirs, executors, administrators and assigns, doth covenant, promise and agree, to and with the said G. C. his heirs and assigns, by these presents, that he the said W. C. his heirs and affigns, or some of them, shall and will from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs and charges, of the said G. C. his heirs and assigns, produce and shew forth, or cause to be produced and shewn forth unto him the said G. C. his heirs or assigns, or his or their counsel learned in the law, or in any court or courts of law or equity, or elfewhere, all and fingular the deeds, evidences and writings particularly mentioned and expressed in the said schedule hereunto annexed, and also the above mentioned indenture quinquepartite, when and as often as occasion shall be or require, for the better and more clear manifestation, justifying and defending of the right and title of the faid G. C. his heirs or affigus, to the faid hereby bargained and released premisses, or the premisses hereia before mentioned and intended to be excepted out of this prefent releafe, or any part or parcel thereof, safe, whole and uncancelled, (accidents by fire or other unavoidable accidents whereby the fame may happen to be damaged, destroyed or lost, only excepted) In Witnest, &c.

A Leafe for a Year, if Leffor so long live.

HIS Indenture, made &c. Between E. C. of London, widow, of the one part, and R. F. citizen and embroiderer of London, the other part, Witnesseth, that the said E. C. for and in considera-in of the sum of five shillings of lawful money, of, &c. to her in and paid by the said R. C. at or before the sealing and delivery of these tion. referes, the receipt whereof the doth hereby acknowledge, and for diin other good causes and considerations her hereunto moving, Hath rgained, fold and demised, and by these presents doth bargain, sell of demile, unto the faid R. F. all that meffuage or tenement (prout in . kale, usque and all the estate) To have and to hold the said messuage Habenders rtenement, piece or parcel of land, and all and lingular other the pre-Mes herein before mentioned or intended to be hereby bargained and id, with their and every of their rights, members and appurtenances, to the faid R. F. his executors, administrators and assigns, from the ly next before the day of the date of these presents, unto the full end d term of one whole year from thence next enfuing, and fully to be impleat and ended, if the faid E. C. shall so long live; Ticking and Reddendam ging therefore unto the faid E. C. or her assigns, the rent of one pepr-corn upon the feast-day of St. Michael the archangel now next enng, (if lawfully demanded): To the Intent, that by virtue of these To the intent efents, and of the statute for transferring uses into possession, the said the lessee F. may be in the actual possession of the said messuage or tenement, may be in of other the faid hereby bargained premisses, with their appurtenances, postession of d be thereby enabled to accept and take a grant and release of the re-to enable after and freehold thereof, to him, his heirs and assigns, during the him to take tof the said E. C. by indenture intended to be made between the a grant id E. C. on the one part, and the faid R. F. on the other part, and thereof. bear date the day next after the day of the date of these presents.-Witness, &c.

A Release for the Life of the Releasor.

HIS Indenture, made, &c. Between E. C. of London, widow, of the one part, and R. F. of, &r. embroiderer, on the other an. Whereas J. C. of London, esq; deceased, late husband of the Recital of a will. C. did by his last will and testament, bearing date, &c. (amongst will. wher things) give and devise unto the said E. C. the messuage or tement, piece or parcel of ground, with the out houses, buildings, exchard, garden and other the appurtenances herein after particularly mentioned

Covenant of a release Confideration.

Premisses.

Habendum for life of the releafor.

Covenant that the releafor is lawfully feifed of the premiffes for term of life.

mentioned and expressed, for and during the term of her natural life, as by the will remaining in the prerogative court of Canterbury, relation being thereunto had, may more at large appear: Now this Indenture witnesseth, that the said E. C. for and in consideration of the sum of, &c. to her in hand paid by the said R. F. the receipt whereof she doth hereby acknowledge, and thereof, and of and from every part and parcel thereof doth acquir, release and discharge the said R. F. his heirs, administrators and assigns, and every of them, for ever by these presents. Hath granted, bargained, fold, aliened, released and confirmed, and by these presents doth fully, clearly and absolutely grant, bargain, sell, allen, release and confirm unto the said R. F. in his actual possession now being, by virtue of a bargain and fale to him made by the faid E. C. by indenture bearing date the day next before the day of the date of thele prefents, for the term of one year, commencing from the day next before the day of the date of the same indenture, if she the said E. C. shall so long live, and by force and virtue of the statute for transferring uses into possession, and to his heirs and assigns, All that messuage or tenement, lituate, &c. formerly in the tenure or occupation of, &c. alterwards of, Ge. after that of, Ge. since of, Ge. late of, Ge. and now or late of the faid R. F. And also all that piece or parcel of land and ground containing by estimation, &c. more or less, with the appartenances, lying and being next or near adjoining to the laid mediuage or tenement on the South fide thereof, now or late also in the tenure or ocenparion of the faid R. F. And all barns, buildings, stables, orchards, backlides, gardens, ways, ealements, commons, common of patture, profits, commodities, hereditaments and appurtenances whatfoever to the faid messuage or tenement, and the said piece or parcel of ground belonging or in any wife appertaining: And the reversion and reversions, remainder and remainders, rents, illues and profits of all and fingular the premisses, and of every part and parcel thereof: And all the estate, right, title, interest, use, trutt, claim and demand whatsoever, of her the faid E. C. of, in, to or out of the faid meffuage or tenement, piece or parcel of land, and other the premisses, and of, in, to or out of every or any part or parcel thereof in any wife howfoever, together with all deeds, evidences and writings whatforver, touching and concerning the premisses, which she the said E. C. now bath in her custody or power, or can or may come by without fuit in law; To have and to bold the faid messuage or tenement, piece or parcel of land, and all and fingular other the premisses herein before mentioned or intended to be hereby granted, released or confirmed, with their and every of their rights, members and appurtenances, unto the said R. F. his heirs and assigns, for and during the natural life of the said E. C. to the only proper use of the said R. F. his heirs and assens, during the natural life of the said E. C. And the said E C. for herself, her heirs, executors and administrators, and for every of them, doth covenant, promise and agree to and with the feid R. F. his heirs and affigue, and to and with every of them, by these presents, in manner and form following, (that is to say) that she this suid E. C. (for and notwithstanding any all, matter or thing, had, made, committed or done, or wittingly or willingly fuffered by her, or her late hutband to the contrary) at the fealing and delivery of these protents, is and stands lawfully and rightfully feiled of and in the faid mollunge or recorporat, piece or parcel of land, and

all other the premises herein before mentioned or intended so be hereby ganged and released, with their and every of their rights, members and spectenances, of a good, fure, perfect, absolute and indefeasible estate a freehold, for and during the term of her natural life, without any coefficien, trutt, power of revocation, or limitation of use or uses, or mber refraint, matter or thing whatfoever, to alter, change, charge, ingeach, defeat, incumber or make word the same: And that the the And hath full id E. C. (for and notwithstanding any fuch act, matter or thing as power to have forefaid) now hath in herfelf good right, full power and lawful autho- gain and fell ir, to grant, bargain, fell, alien, release and confirm the faid meffunge the same. tenement, piece or parcel of land, and all and fingular other the preles herein before mentioned or intended to be hereby gramed or reased, with their and every of their appurtenances, unto the faid R. P. sheirs and affigns, during her life, in manner and form aforefaid : And Covenant for to that he the faid R. F. his heirs and affigna, shall and may from quiet spipyse to time, and at all times hereafter during her life, lawfully, peace ment. ly and quietly have, hold, use, occupy, possess and enjoy the said athy released mediuage or tenement, piece or parcel of land, and her the premisses, with their and every of their rights, members and purtenances, and receive and take the rents, issues and profits thereof, ed of every part and parcel thereof to his and their own proper use d behoof, without any lawful let, suit, trouble, denial, eviction, protion or interruption of or by the faid E. C. or any other person or **plos** whatfoever, lawfully claiming or to claim, by, from or under er or her faid late husband, (except as herein after is excepted): And And that the R free and clear, and freely and clearly acquitted, exonerated and dif- premises are arged of, from and against all and all manner of former and other gifts, free from all ams, bargains, fales, leafes, jointures, dowers and titles of dowers, ufes, incumbrances. , intails, mortgages, statutes merchant and of the staple, recogninces, extents, executions, lines, yearly payments, and all arrearages breef, and of and from all other estates, titles, troubles, charges or committed, done, or wittingly willingly fuffered by her the faid E. C. or her faid late husband, or For through her or his act, means, confent, neglect, default, privity procurement, Except, one indenture of leafe, bearing date, &c. except one ade by her the faid E. C. to H. K of London merchant deceased, of indenture of le faid hereby released premisses for the term of, &c. commencing, lease. Be at the yearly rent of, &c. payable quarterly, under which said lease he faid R. F. now holds the faid premisses: And further, that she the Covenant E. C. and all and every other person or persons having or lawfully for further timing, or which can or may lawfully have or claim any estate, right, assurance. de, interest, benefit or demand of, in, to or out of the said melluage renement, piece or parcel of land, and other the aforesaid premisses, wany part thereof, during the life of the faid E. C. by, from or under the faid E. C. or her faid late husband, shall and will from time to ne, and at all times hereafter, at the reasonable request, costs and charges in the law, of the faid R. F. his heirs or alligns, make, do, acbowledge, levy, fuffer and execute, or cause or procure to be made, time, acknowledged, levied, fuffered and executed, all and every fuch further and other lawful and reasonable acts, matters and things, con-Frances and affurances in the law whatfoever, for the further, better more perfect affuring and conveying of the faid meffuage or tene ment, piece or parcel of land and premisses, with their appurtenances, muo the Lid R. F. his heirs and assigns, during the natural life of the

Covenant for quiet enjoyment of fuch part of the premifies as is copyhold;

and to make a title thereef. Said E. C. as by the said R. F. his heirs and assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required, so as the person or persons who are to make such surther assurance be not compelled or compellable to travel further than the cities of London or Westminster for the doing thereof, and so as such further assurances contain no further or other covenant or warranty than against the person or persons making the same: And lastly, that the said R. F. his heirs or affigns, shall or lawfully may peaceably and quietly hold and enjoy all fuch part of the yard, orchard or garden belonging to the premisses, as is or is reputed to be copyhold, without any manner of let, fuit, hindrance or interruption, at any time or times hereafter, during the natural life of the said E. C. of or by her the said E. C. or any person or persons lawfully claiming or to claim by, from or under her or her faid late husband, or by or through his or her act, means, consent, neglect, default, privity or procurement: And that the and all lawfully claiming under her will upon request, and at the costs and charges of the said R. F. his heirs or assigns, make and do all such acts and things as shall be reasonably required for the making of a title to him and them, of, in and to fuch part of the premisses as copyhold during the life of the said E. B. as is aforesaid. In Witness, &c.

Bargain and Sale for a Year.

Confideratión.

Habendum.

Reddendum.

To the intent that the bargainee may be in possession, and thereby enabled to take a grant, Ve. of the preisses.

HIS Indenture, made, Gr. Between T. D. of, Gr. gent, S. S. of, &c. merchant, and S. D. of, &c. eldest son of the said T. D. on the one part, and E. J. of, &c widow, on the other part, Witnesseth, that the said T. D. S. S. and S. D. in consideration of the fum of five shillings of lawful money of Great Britain, to them or one of them in hand paid by the said E. J. at or before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and for divers other good causes and considerations them hereunto moving, Have, and each and every of them Hath bargained and fold, and hy these presents Do, and each and every of them Doth bargain and fell unto the said E. J. All those (prout in the release usque and all the estate, &c.) To have and to hold the said tofis, pieces or parcels of ground, melluages or tenements thereon erecting and building, and all and fingular other the premisses herein before mentioned or intended to be hereby bargained and fold, with their and every of their rights, members and appurtenances unto the said E. J. her executors, administrators and assigns, from the day of the date of these presents unto the full end and term of one whole year, from thence next enfuing and fully to be compleat and ended: Yielding and paying therefore unto the said T. D. S. S. and S. D. their heirs or assigns, the rent of one pepper-corn upon the feast day of St. Michael the archangel now next coming (if lawfully demanded), To the Intent, that by virtue of these prefents, and of the statute for transferring uses into possession, the said F 7. may be in the actual possession of the said hereby bargained premisses, with their appurtenances, and be thereby enabled to accept and take a grant and release of the reversion and inheritance thereof to her the faid E. I her heirs and affigns, by indenture of release intended to be made between the said T. D. S. S. and S. D. on the one part, and the faid E. J. on the other part, and to bear date the day next after the day of the date of these presents. In Witness. &c. The

The Release in Fee.

HIS Indenture, made, &c. Between T. D. of, &c. gent. S. S. of, &c. merchant, and S. D. of, &c. eldest son of the said T.D. on the one part, and E. J. of, &c. widow, on the other part, Witnesselb, that for and in consideration of the sum of, &c. of lawful Consideration. money of Great Britain to them the said T. D. S. S. and S. D. or one of them, by the faid E. ?. in hand at or before the fealing and delivery of these presents well and truly paid, the receipt whereof they do hereby acknowledge, and thereof, and of and from every part and parcel therereof, do acquit, release and discharge the said E. J. her heirs, executors and administrators, and every of them, by these preferes, They the faid T. D. S. S. and S. D. Have, and each and every of them Hath granted, bargained, fold, remifed, released and Covenant of confirmed, and by these presents Do, and each and every of them release, tra-Doth fully and absolutely grant, bargain, sell, remise, release and confrom unto the faid E. J. (in her actual possession now being by virtue of a bargain and sale thereof to her made, by indenture bearing date the Recital of the day next before the day of the date of these presents, by or from the bargain and sale. Mid T. D. S. S. and S. D. for the term of one whole year, commencing from the day next before the day of the date of the same indenture, under the rent of a pepper-corn, (if demanded) and by force and virtue of the statute for transferring uses into possession), and to her heirs and All those tosts, pieces or parcels of ground, whereon Premisses lately flood three meffuages or tenements, fituate and being on the South fide of Wapping Street, in the parish of, &c. containing, &c. And also those two melluages or tenements now erecting and building, or crected and built on the said tosts, pieces or parcels of ground, or some part thereof, by and at the proper costs and charges of, &c. in pursuance of the leafe lately granted to them by the faid T. D. S. S. and S. D. together with all and fingular ways, passages, lights, easements, sheds, rooms, cellars, solars, shops, chambers, out-houses, buildings, profits, commodities, advantages and appurtenances whatfoever, to the faid hereby bargained and released tofts, pieces or parcels of ground, messuages or tenements or other the premisses belonging, or m any wife appertaining, or therewith used, occupied or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and fingular the premisses, and of every part and parcel thereof: And alfo, all the estate, right, title, interest, claim and de- Also all deeds mand whatsoever of them the said T. D. S. S. and S. D. and every or the any of them, of, in, to, or out of the same premisses, or any part or parcel thereof, in any wife howfoever, Together with all such deeds, evidences and writings, as concern the premisses only, or any part

Habendum in fec.

Covenant that the bargainors are lawful owners of all the pressive.

And shall so continue till an estate in seesimple be vested in the bargainee. Covenant, for. quiet enjoyment,

And that the premifies are free from incumbrances:

thereof, and copies of all such as concern the same jointly with any other things, to be made and written, at the proper costs and charges of the faid E. 7. her heirs or assigns; which said tosts, pieces or parcels of ground, and other the faid hereby bargained and released premisses, were (inter alia) lately purchased by the said T. D. S. S. and S. D. of C. S. of C. S. of, &c gent, fon and heir of C. S. lately of London, esq; deceased, and were conveyed to them and their heirs in equal third parts, by the faid C. S. by bargain and fale quadripartite, enrolled in the high court of chancery bearing date, &c. and by leafe and re lease quadripartite, bearing date, &c. and by fine from the said C. S. and M. his wife, duty lexied in his majesty's court of common pleas in Trinity-term, in the, &c. To have and to bold the faid tofts, pieces or parcels of ground, and the faid meffuage or tenements thereon eresting and building, or erected and built, and all and fingular other the premisses herein before mentioned or intended to be hereby released, and every part or parcel thereof, with their and every of their rights, menbers and appurtenances, unto the faid E. J. her heirs and affigns for ever, to the only proper use and behoof of the said E. J. her being and alligns for ever: And the faid T. S. S. S. and S. D. Do by these presents for themselves severally and respectively, and for their several and respective heirs, executors and administrators, and not jointly, or the one for the other, or for the act or deed of the other, covenant, promise and agree to and with the said E. J. her heirs and assigns, in manner and form following, (that is to fay) that they the faid T. D. S. S. and S. D. or some or one of them, for and notwithstanding any ast, matter or thing by them, or any of them respectively made, done, committed, or wittingly or willingly suffered to the contrary, at the time of the fealing and delivery of these presents, is or are the true and lawful owner or proprietors, owners or proprietors, of the faid tons, pieces or parcels of ground, messuages or tenements, and all other the premisses herein before mentioned or intended to be hereby released, and every part and parcel thereof, with the appurtenances, and is or are lawfully, rightfully and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in fee-fimple, without any manner of condition, referration, limitation of use or uses, or restraint, matter or thing whatsoever, to determine, alter, charge or defeat the same: And shall continue so seised thereof, and of every part thereof, until a good, perfect and absolute estate in see simple shall be thereof rolled in the said E. J. and her heirs, according to the true intent and meaning of these presents: And also, that the said E. J. her heirs and assigns, and every of them, shall or lawfully may, from time to time and as all times hereafter, peacesbly and quietly have, hold, use, occupy, possels and enjoy all and singular the premisses herein before mentioned or intended to be hereby released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without any lawful let, fuit, trouble, depial, ericlion, ejection or interruption whatfoever, of or by them the faid T. D. S. S. and S. D. their heirs or alligus, or any of them refpectively, or of or by any other person or persons whatsoever, lawfully claiming or to claim by, from or under them, or any of them respectively in any wife howfoever: And that free and clear, and freely and clearly acquitted, exonerated and discharged, of, from and against all and all

manner of former and other bargains, fales, gifts, grants, feoffments, erifes, uses, jointures, dowers, intails, rents, arrearages of rents, hes, fines, polt-fines, annuities, debts, duffes, judgments, executions, mens, recognizances, statutes-merchant and of the staple, seizures. meditations, and all other estates, rights, titles, troubles, charges and infrances whatfoever, by them the faid T. D. S. S. and S. D. of y of them respectively had, made, committed, done, or wittingly or lingly suffered in any wise howsoever, Except one lease by indenture, except one lease aring date, Sc. made by the faid T. D. S. S. and S. D. to the above- of all the proand \mathcal{T} . \mathcal{B} , and \mathcal{E} . \mathcal{S} . of all and fingular the faid hereby bargained and miffee. leded premises, for the term of, St. commoneing from the featgot the annanciation of the Bleffed Virgin Mary, now last past, at fiest of one pepper-extra for the first year of the faid term, and the my rene of, Gr. for all the refittion of the fand term payable quarby: And further, that they the faid T. D. S. S. and S. D. their Covenant to Maid affigure, and all and every other perion lawfully claiming or to make furtherafn say offate, right, title or interest, of, in, to or out of the faid furance, at any by released premisses, or any part or parcel thereof, by, from, was time within the h br in trust for them; or any of them respectively; shall and will space of seven time to time, and at all times hereafter within the space of seven years. h spon the tempelt and at the colle and charges of the faid R. F. theirs or aflight; make, do, acknowledge, leve, execute and fetter, bufe or procure to be made and dono, acknowledged, levied, executed bidered, all fach further and other reasonable acts, matters and is conveyances and affirmates in the law whatfoever, for the furbelief and more perfect afforing and donveying of the fame preids, and every part or pareel thereof, whto the faid E. J. her heirs lating for ever, according to the true interns and meaning of thefe was as by the faid B. Ji her heirs and affigue, shall be residuably sees, advised or required, to as fuch further affurances or conveyances hain to further or other warranny or coverance than only against the des making the fame, wild their respective heirs, and so as the party parties, making the fame, be not compelled or compellable to travel the than the cities of London or Westmanster for the doing thereof: light, that they the faid J. D. S. S. and S. D. their heirs of Covenant to time, and at all produce the to hereafter, upon recionable horice and requelt to them made and writings relatwby the faid E. 7. her heirs or affigure, and at her and their coffe ing to the precharges, produce and thew forth, or cause to be produced and misses, at any led forth in any court or courts of law or equity, or to her or their time when reby or anormics, agent or agents, counsel or counsels, at any trial quested. tening, or at commission for the examination of witherfes, all and by or any the detects, evidences and writings particularly mentioned tailed in the schedule to these presents amexed, sprovided they edefiroyed by fire or other inevitable accident) when and as often here that be occasion to make use of them or any of them for the menance and jethification of the title of the faid E. J. her heirs or s, in or to the premisses herein before mentioned or intended to be by released, or any part or parcel thereof. In Witness, &c,

Bargain and Sale involled, of the fame Estate, for further Confirmation, &c.

Confideration.

NHIS Indenture, made, Gr. Whereas J. D. of, Gr. gent. S. S. of, &r. merchant, and S. D eldelt son of the said 7. D. on the one part, and E. J. of, &c. widow, on the other part, Witnesseth, that for and in confideration of the sum of, &c. good and lawful money of, &c. to them the said J. D. S. S. and S. D. or one of them in hand paid by the faid E. J. at or before the fealing and delivery of these presents, the receipt whereof they do hereby acknowledge, and themselves therewith sully satisfied and paid, being the said sum of, Ge, which is mentioned to be the consideration of a certain indenture of releafe made between the same parties, and bearing even date with these presents, and for divers other good causes and considerations them thereunto moving, they the faid J. D. and S D. Have, and each and every of them Hath granted, bargained, fold, aliened, released and confirmed, and by these presents Do fully, and absolutely grant, bargain, sell, alien, release and confirm unto the said E. J. her heirs and assigns for ever, All those, &c. (prout in the release ufque the babendum) To bave and to hold the faid tofts, pieces or parcels of ground, and the said messuages or tenements thereon erecting and building, or erected and built, and all and fingular other the premiffes herein before meationed or intended to be hereby granted, bargained, fold, aliened, released or confirmed, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, unto the said E. 7. her heirs and assigns for ever, To the only use and behoof of the said E. J. her heirs and assigns for ever: And the said J. D. S. S. and S. D. for themselves severally and respectively, and for their several and respective heirs, executors and administrators, and not the one for the other, or for the heirs, executors or administrators, or for the acts and deeds of the other, do hereby covenant, promise and grant, to and with the faid E. 7. her heirs and affigns, that they the faid 7. D. S. S. S. D. and their heirs respectively, all and singular the premisses herein before mentioned to be hereby granted, bargained, fold, aliened, released or confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said E. J. her heirs and affigns, against them the said J. D. S. S. and S. D. and their beirs respectively, and all persons lawfully claiming or to claim, by, from, under, or in trust for them respectively, shall and will warrant, and for ever defend by these presents. In Witness, &c.

Habendum in fee-fimple.

Covenant of warranty.

A Release in Fee. (See a Lease for a Year.)

"HIS Indenture, made, &c. Between J. C. citizen and dyer of Landon, and Anne his wife, of the one part, and J. H. of, &c. mt. of the other part, Witneffeth, that in confideration of the sum of, Confideration. to of good, &c. to the faid J. C. in hand paid at or before the fealing ind delivery of these presents by the said J. H. the receipt whereof he the faid 7. C. doth hereby acknowledge, and himself therewith fully sataked, contented and paid, and thereof, and of and from every part of parcel thereof, doth acquit, release and discharge the said 7. H. his is, executors and administrators for ever, by these presents, they the faid J. C. and Anne his wife, Have granted, bargained, fold, re-Covenant of resiled, released and confirmed, and by these presents Do grant, bargain, lease in see. III, remise, release, and confirm unto the said J. H. in his actual possesnow being, by virtue of a bargain and fale to him made by the faid **5.** C. by indenture, bearing date the day next before the day of the date whele presents, for the term of one whole year, commencing from the sext before the day of the date of the same indenture, and by force The flatute for transferring uses into possession, and to the heirs and asof the faid J. H. for ever, All that melfuage or tenement, called Premiffes. known by the name of, &c. and all and fingular the barns, stables, ills, edifices and buildings, closes, yards, gardens and orchards, with and fingular the appurtenances to the faid messuage or tenement also langing or appertaining, lituate, lying and being. &c. And also divers aces or parcels of land, arable, meadow, pasture and wood, to the id meffuage or tenement also belonging or appertaining, or, therewith ded, occupied or enjoyed, herein after particularly mentioned br expresed, (that is to say) four pieces or parcels of land, meadow and pasthe, and one piece or parcel of land now or late planted with hops, ing together near the faid meffuage or tenement and orchard, conlaing in the whole by estimation twenty acres, be there more or less treof, two pieces or parcels of land, arable and pasture, called the Dan Fields, with the Wift thereunto adjoining, containing by estimatwelve acres, be there more or less thereof, one piece or parcel of, Gr. and all other the messuages, farms, lands, tenements, hereditasand premiffes what soever, of the said J. C. and Anne his wife, weither of them, fingate, lying and being in, &c. and the reversion and reversions, remainder and remainders, rents, issues and profits of all and fingular the faid meffuages, farms, lands, tenements, herediments and premisses herein before mentioned, or intended to be heregranted and released, and every part and parcel thereof, with their every of their rights, members and appurtenances, and all the efthe, right, title, interest, possession, property, claim and demand whatloever, of them the faid J. C. and Anne his wife, of, in, or to

Habendom in fec.

Covenant to levy a fine of all the premiffes.

Declaration of the uses.

the faid messuages, farms, lands, tenements, hereditaments and premisses, herein before granted and released, or mentioned or intended to be hereby granted or released, and every or any part or parcel thereof, together with all deeds, evidences and writings, touching or concerning the said messuages, lands, tenements, hereditaments and premiss, or any part thereof only, now in the custody or power of the said 7. C, or which he can or may come by without fuit in law, and true copies of all fuch others as concern the premisfes jointly with other things, to be made and written at the request, costs and charges, of the said 7. H. All which said messuages, farms, tenements, hereditaments and premiffes herein before granted and released, or mentioned or intended to the hereby granted or released, were purchased by the said J. C. of J. L. of London, doctor of physick, and Grace his wife, J. L. of Wr. clerk, and R. B. of London, elg; and E. his wife, and were conveyed to him by indenture of Itale and release, and fine thereuson levied, the leafe bearing date, &c. and the releafe, &c. To bave and to hold all and fingular the faid preffuages, farms, lands, tenements, hereditationes and premittes aforelaid, in and by these presents granted and released, or mentioned or intended to be hereby granted or released, and every part and parcel thereof, with their and every of their rights, members and appartenances, unto the faid J. H. his heirs and aligns, To the unly proper use and behoof of the faid J. H. his heirs and alligns for ever: And for the better conveying and affuring of the faid messuages, farms, lands, tenements, heredicaments and premiss herein before mentioned, or intended to be hereby granted and released unto the faid J. H. his heirs and assigns for ever, the said J. C. doth for himself, his heirs, executors and administrators, covenant, promise and agree, to end with the faid J. H. his heirs and affigns, that he the faid J. G. and the faid Anne his wife, shall and will before the end of Michaelmae term next, in due form of law, acknowledge and levy before the justices of the majetty's court of common pleas at Wallminder, unto the fald J. H. and his beirs, one or more fine or fines, Sur Cagainance de droit come see, &c. and proclamations thereupon to be had and profecuted, according ep the common and usual course of such fines, and of the laws and flatutes in that behalf made and provided, of all and fingular the faid moliuspes, farms, lands, tenements and heraditaments herein before mentioned, or intended to be hereby granted and released, with their and every of their rights, members and appartenances, by such name or names, quantities, qualities and descriptions to escertain the father and in such manner and form, as by the said 7. H. his heirs and assigns, or his or their counsel learned in the law, shall be reasonably advised, devised or required: And it is hereby declared and agreed by and between all and every the parties to these presents, that the faid time or fines fo as aforefaid, or in any other manner or form to be acknowledged and levicel, and all and every other fine and fines, and all other conveyances and affurances heretofore had, made, acknowledgeed, executed or perfected, or at any time bereafter to be had, made, atknowledged, executed or perfected, of or concerning the faid mellinge. farms, lands, tenements, hereditaments and premifies herein before mentioned, or intended to be hereby granted or released, with the appurtenances, or any part or pareel thereof, by or between the faid perties to their prefents, or any of them, or to or with thom or any of them.

then, who are or shall be parties or privies, shall be and enure, and shall be confrued, adjudged, deemed and taken to be and enure, and so were and are meant and intended to be and enure, and are hereby declared hand between all the parties to these presents to be and course. To the Use and Benefit of the said J. H. his heirs and assigns for ever, and to to no other use, intent or purpose whatsoever: Provided always, Proviso, that ad it is hereby declared and agreed, by and between the faid J. C. the premisses nd J. H. that the faid messuage and farm called, &c. shall stand charged shall be liable th, and shall be liable and subject to the payment of the annuity or to the payment ndy rent-charge of ten pounds to the minister and churchwardens of of a rent charge and reat-charge of ten pounds to the minister and churchwardens of 10 l. per parish of, &c. and to their successors, ministers and churchwardens ann. for ever. sever, in fach manner as the same is given or devised to them by the will and testament of, Gc. deceased, bearing date, Gc. this instare or any thing elfe herein contained to the contrary in any wife withstanding: And the said J. C. for himself, his heirs, executors Covenant, that administrators, doth further covenant, promise and agree, to and the constor is the faid J. H. his heirs and assigns, and every of them by these seised of the state in manner and form following, (that is to fay) that for and not. Premiffes in an Manding any act, matter or thing by him the faid J. C. done or comin fee-simple;

the to the contrary, he the said J. C. on the day of the date hereof, at the time of the sealing and delivery of these presents, is and standhavfully seifed in his demesne of an absolute and indeseasible estate deritance in fee-simple, to the use of himself and his heirs of and in faid messuage, farms, lands, tenements, hereditaments and premisses before mentioned, or intended to be hereby granted and released. every part and parcel thereof, without any manner of condition, use, power or limitation, to alter, change, make void or determine the B: And that the faid J. C. (for and notwithstanding any such act, and hath full her or thing by him done or committed to the contrary as aforefaid) power to grant hath in himself full power, good right, true title, and lawful and ab- and convey the te authority, to grant, release and convey all and singular the said same. ages, farms, lands, tenements, hereditaments and premisses herein mementioned, or intended to be hereby granted, released or conveywith their and every of their rights, members and appurtenances, the faid J. H. his heirs and assigns, in manner and form aforesaid: that he the faid J. H. his heirs and assigns, shall and may, from Covenant for to time, and at all times for ever hereafter, peaceably and quietly quiet enjoys, hold, occupy, possess and enjoy the same messuages, farms, lands, ment; tments, hereditaments and premisses, with the appurtenances, and part and parcel thereof, and receive and take the rents, issues and is of the same, to his and their own proper use and behoof, without hwful let, suit, trouble, denial, eviction, ejection, molestation, imment, claim, demand or interruption, either in law or equity, of or e said 7. C. and the said Anne his wife, or either of them, or the of the said J. C. or of or by any other persons whatsoever law-claiming or to claim by, from or under him or her, or by or mugh his or her act, means, estate, right, title, interest, consent or the mement in any wife howfoever: And that free and clear, and free- and that the the clearly acquitted and discharged, or otherways by the said J. C. premisses are beirs, executors and administrators, or some of them, from time to free from all ine, and at all times hereafter, kept harmless and indemnified, of and sumbrances, all and all manner of former and other bargains, fales, leafes, Vos. V.

except a leafe of the premif

Covenant to'
make further
affurance, at
any time within
feven years.

grants, intails, annuities, arrearages of rents, dowers, title and titles of dower, the dower and thirds of the said A. C. statutes, judgments, recognizances, extents, fines, amerciaments, and of and from all other estates, titles, troubles, charges and incumbrances, acts, matters and things whatfoever, had, made, done, or wittingly or willingly committed or suffered by the said J. C. or by any other person or persons lawfully claiming by, from or under him, (the contract or agreement made by the said J. C. with the above named J. A. for a lease of such part of the premisses as is now in his possession under the yearly rent of, &c. only excepted); And moreover, that he the said J. C. and Anne his wife, and the heirs of the said J. C. and all and every other person or persons having or lawfully claiming any estate, right, title or interest of, is, or to the said messuages, farms, lands, tenements, hereditaments and premisses, or any part or parcel thereof, from, by, or under him and her, or either of them, shall and will, from time to time, and at all times hereafter, for and during the term of feven years next esfuing the date of these presents, upon the reasonable request, and at the costs and charges, of the said J. H. his heirs or affigue, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, fuffered and executed, all and every fuch farther acts, matters and things, conveyances and assurances in the law whatsoever, for the further, better and more effectual conveying and affuring all and fingular the premisses herein before mentioned, or intended to be hereby granted, released or conveyed, with their and every of their rights, members and appurtenances, to the only proper use and behoof of the faid J. H. his heirs and assigns for ever, as by the said J. B. his heirs or assigns, or his or their counsel learned in the laws shall be reasonably advised or devised or required, so as such such ther acts, conveyances and affurances, or any of them, do not contain any further or larger warranty or covenant on the part of the faid 7. C. and his heirs than are herein before contained, and as, for the doing thereof, the person or persons, who shall be required to make or do the same, be not compelled or compellable to travel above five miles from his or their place or places of dwelling or abode respectively. In Witness, &c.

A Lease for a Year, Tripartite, to precede a Release.

HIS Indenture Tripartite, made, &c. Between A. &c. of the Parties. first part, B and C. &c. of the second part, and D. and E. of the third part, Witneffeth, that for and in consideration of Consideration, a-piece of lawful, &c. to the faid A. B. and C. in hand, &c. the Gaid $m{D}$ $m{E}$, well and truly paid, the receipt whereof the A. B. and C. do hereby acknowledge, and thereof, &c. the A. and likewise the said B. and C. (at the request, and by and with content, direction and appointment, of the said A. testified by his ig and sealing these presents) Have, and each of them Hath grant- Grant. burgained and fold, and by these presents Do, &c. unto the said D. L their executors, administrators and assigns, All that, &c. (Vide Parcels); To have and to hold the faid (manor, meffuages, mill, Parcels. s, meadows, lands, tenements, hereditaments) and all and fingular Hebendum. the premisses herein before mentioned, or intended to be hereby ted, bargained and fold, with their and every of their appurtenances, every part and parcel thereof (except before excepted) unto the faid id $m{E}$, their executors, administrators and assigns, from the -— (or from the day next before the day of the date of these mu) for and during, and unto the full end and term of one whole from thence next enfuing, and fully to be compleat and ended; ing and paying therefore unto the faid A. B. and C. and the heirs Reddendum, affigns of the faid A. the rent of one pepper-corn, at the feast of next enfuing the date of these presents, if the same shall be ally demanded, To the Intent that by virtue of these presents, and Intent. be statute for transferring uses into possession, the said D. and E. bein the actual poffession of the hereby bargained and fold premisfor fug, of the faid - as in the habendum) and all and fingular the premiffes herein before mentioned, or intended to be hereby ked, bargained and fold, with their and every of their appurtenances. levery part and parcel thereof, and may be enabled to accept and take ant and release of the reversion and inheritance thereof to them and theirs and affigns, To and for the only proper use and behoof of If the faid D, and E, and of their heirs and affigns, for ever; (or it betbus) To such uses as shall be thereby declared. (a) In Wit-Cr.

b) Note; If the release consist of more than two parts, and be to the use of a persons, then let the lessor and lesses for a year, both of them, seal so belies as there are to be parts of the release, and then say, In Witnesses all the parties to these presents have to each of these indentures set their and seals; and the like for the release, or any other deed of more parts two

In a Leafe for a Year to precede a Releafe by way of Mortgage, say

To the End, intent and purpose, that by force and virtue of these presents, and of the statute made for transferring of uses into possession, he the said H. J. may be in the actual possession of all and singular the hereby bargained and sold premissee, and be thereby the better enabled to take and accept of a grant and release of the freehold of the same premisses, unto and to the use of the said H. J. his heirs and assigns, during the lives of them the said E. A. the mother, and E. H. the daughter, and the life of the longest liver of them, in such manner as in and by a certain indenture of release by way of mortgage, intended to bear date the day next after the date hereof, and made between the same parties as are to these presents, shall be mentioned, limited and expressed of and concerning the same. In Witness, &cc.

A Lease for a Year to precede a Lease with two Grants.

HIS Indenture, made, &c. Between Sir J. G. of _____ bart, eldest son and heir of Sir J. G. late of --- bart. deceased, and F. A. spinster, one of the daughters and coheirs of R. A. others wife B. late of ——— esq. deceased, of the one part, and E. M. d. - esq. and H. G. of - esq of the other part, Witnesfeld, that for and in consideration, &c. to the said F. A. in hand, &c. by the faid E. M. and H. G. at, &c. the receipt, &c. she the said F. A. Hath bargained, &c. unto the faid E. M. and H. G. their executors, &c. All, (the parcels released by Mrs. A.) and the reversion, &c. To have, &c. Tielding, &c. to fuch uses as shall be thereby declared: And this Indexture further witnesseth, that for and in consideration, &c. to the said & J. G. in hand, &c. by the faid E. M. and H. G. at, &c. the receipt, Ge. he the faid Sir J. G (party, &c.) Hath, &c. bargained, Ge. unto the faid E. M. and H. G their executors, &c. All, &c. (the parcel released by Sir J. G.) and the reversion, Uc. To bave, &c. (as before). In witness.

Releaf: from three feweral Men and their Wives, Co-heirs at Law, of feweral Meffuages, where each received their Proportion of the Confideration; with feparate Covenants, and for levying a Fine.

THIS Indenture Quadripartite, made, &c. Between A. of—
(who formerly married E. one of the daughters of F. late of—
fince deceased) and G. now the wife of the said A. of the first part, B.
of—and H his wife (which said H. is the only daughter and her
of the aforesaid F. also deceased) of the second part, C. of—and K.
his wife, of the third part, and D. of—of the sourch part, Winnselb,

that for and in confideration of the fum of - of lawful, &c. to him the faid A. and G. his wife, and of the sum of — of like money to the faid B. and H. his wife, and of the sum of — of like money to Raid C and K. his wife, in hand, &c. by the faid D well and truly id, the receipt of which said several sums of the said A. and G. wife, B. and H. his wife, and C. and K. his wife, do respectively acwledge, and of, and from, &c. they the said A, and G. his wise, B. H. his wife, and C. and K. his wife, Have, and each and every of m Haib granted, Gc. and by, Cc. Do, &c. fully and absolutely grant, anto the faid D. (in the actual possession, \mathfrak{S}_c , by force and virtue of, made bythe faid A. B. and C for the confideration of s. a-piece, denture bearing date. &c.) and to the heirs and assigns of the said ever, All those messuages, &c. and the reversion, &c. and also all chate, right, title, interest, parts, shares and purparts, inheritance, traft, possession, reversion, claim and demand whatsoever, in law quity of them the said A. and G. his wife, B. and H. his wife, C. I his wife, and their and every of them, of, in, to, &c. together ball and singular deeds, &c. which are in the hands, &c of the said Band C. or any of them respectively, or any others in trust, &c. and ecopies, &c. To have and to hold, &c. (as common): And the faid A. himself and the said G. his wife, and the said B. for himself, Ge. mant from all the vendors to levy a fine, to enure, &c. from A and for themselves and wives, that they are seised of two third parts, and have or to grant; and that the wendee should peaceably enjoy, free from inrances; and that they will make further assurance; from C. for himnd wife, that they are seised of the other third part, have power to , quiet enjoyment, further assurance; from all the parties, that further race shall enure to the vendee, his beirs and assigns for ever. Vide Tit. ments.) In Witness, &c.

of from three several Men and their Wives, where one was seised of Moiety, and the other two of a Quarter Pars each, of a Messuage.

HIS Indenture made, &c. Between A. of —— and E his wife, B. of —— and F. his wife, C. of —— and G. his wife, of the part, and D of —— of the other part, Witnesseth, that for and in ideration of the sum of 50 l. of lawful, &c. to the said A. and E. wife, and of the sum of 25 l. of, &c. to the said B. and F. his wife, of the sum of 25 l. of, &c. to the said C. and G. his wife severally and at, &c. by the said D. well and truly paid, the receipt, &c. the said A. and E. his wife, B. and F. his wife, and C. and G. wife, Have, and each of them Hath granted, &c. and by, &c. Du, unto the said D. (in the actual possession now being, &c. by force virtue of, &c. by the said A. B. and C. by indenture bearing date, and to the heirs and assigns of the said D. for ever,—their several purparts and proportions herein after expressed of and in the mese, or tenement and premisses herein after mentioned and granted, in to say, the said A. and E. his wife, one sull and equal moiety or half-part,

half-part, the said B. and F. his wife, one sull and equal quarter or fourth part, and the said C. and G. his wife one sull and equal quarter or fourth part, and the said C. and G. his wife one other sull and equal quarter or fourth part of and in all that messuage or tenement, &c. and the reversion, &c. and all and singular the rents, &c. reserved, due and payable upon any demise or lease made or granted of the said premises, or any part thereof; and also all the estate, &c. of the said A. and E. his wise, B. &c. or either, &c. together with all and singular deeds, &c. To have and to bold the said several parts, purparts and proportions and in the said messuage or tenement, and all and singular, &c. (Add a covenant for the vendors and their wives to levy a sine, or take bends from the vendors that their wives shall not claim dower, &c. Vide Tit. Bonds. Covenant from A. B. and C. that they are each of them seised of his share, and have good right to convey; that the vendee shall peaceably enjoy, and that they and their wives will make further assurance for confirming the said shares, &c. Vide Tit. Covenants.) In Witness, &c.

Release from an Aunt, Texant for Life, and her several Nicces, as Cobeirs in Remainder expedient on her Decease.

HIS Indenture Tripartite made, &c. Between A. of widow, of the first part, B. of _____ C. of ____ D. of ____ and E. his wife, and F. of ____ which faid B. C. E. wife of the faid D. and F. are daughters of G. late of ____ and H. his wife, deceased, which said H. wife of the said G. was one 7. late of ---- deceased, and fister of the of the daughters of faid A. of the second part, and K. of -- of the third part, Witneffeth, that for and in confideration of the fum of lawful, &c. to the said B. in hand, &c. by the said K. well and truly paid, the receipt, &c. and of the sum of 5 s. a-piece to them the faid B. C. D. and E. his wife, and F. she the said A. and likewise the said B. C. D. and E. his wife and F. Huve granted, &c. and by, Uc. Do, and each of them Doth grant, Uc. unto the said K (in the actual possession, &c. by virtue, &c. made by them the said A. B. C. D. and E. his wife, and F. for one whole year, in confideration of 5 s. a-piece of lawful, &c. to &c. by indenture Tripartite. bearing date, Ce. and made between, Co (as above and by force, Ge.) and to the heirs and assigns of the said K. for ever, All that, &c. To bave and to bold, &c. (as usual) And, &c. (Covenant from the vendors to levy a fine From A. that she is lawfully seised to the use of berfelf and ber beirs without any remainder, &c. and that she has a good right to convey; and that, K. may peaceably enjoy, free from incumbrances; and lastly from the vendors, that they will make further assurance to the uje of the purchajor. In Witness, &c.

From a Son and Heir and his Mother, with Directions for proper Covenants.

HIS Indenture, made, &c. Between A. of —— and B. of —— widow, mother of the said A. of the one part, and C. f. —— of the other part, Witnesseth, that for and in consideration of the sam of —— of lawful, &c. to the said A. and of 5 s. to the said B in hand, &c. the receipt, &c. he the said A. and the said B. see granted, &c. unto the said C. (in his actual possession, &c.) and to the heirs and assigns of the said C. for ever, All that, &c. To have and to bold, &c. (Couenants from the son that he is lawfully seised, and bath good right, &c. and that the purchasor shall quietly enjoy, free from incumbrances; and that he and his beirs, &c. will make surfher assure, to the use of the purchasor; and from the mother, that the purchasor shall peaceably enjoy.) In Witness, &c.

Robase from a Devisee of a Messuage, with Recitals and Directions for proper Covenants.

HIS Indenture, made, Ge. Between A. of, &c. one of the daughters and devisee, in and by the last will and testament f the said B. late of ——— deceased, of the one part, and C. of - of the other part, Witnesseth, that for and in consideration of, Be. she the said A. Hath granted, Ge. unto, Ge. (in the actual posseson, &c.) All the messuage, &c. which said messuage, or tenement and remifics, is one of the three messuages or tenements in Noresaid, which were bought and purchased by $oldsymbol{D}$ late of \cdot Receased, grandfather of the said A. of - Gc. And subcreas by indenture of lease and release, &c. and by fine and other assurance conreyed and affured unto or to the use of the said D. the grandsather; and which said me fluage and premisses herein before granted and sold, was to the faid D. the grandsather, in and by his 1.11 will and testament, earing date, &c. given and bequeathed unto his fon the aforefaid B. and his heirs and affigns for ever; and was by the faid B the fon, by bislatt will and tellament, bearing date, 😂 given and bequeathed unto the faid A. his daughter, her heirs and affigus for ever, and the revertion. Gr. and all the estate, Gr. by force, virtue or means of the fand last will and testament of the said B her late father deceased, or by any other ways or means, right or title whatfoever or howfoever, together with all deeds, &c To have and to hold, &c. (Add warrong; covenants to levy a fine; lawfully feifed; good right to grant; Paccable enjoyment; free from incumbrances; for further affurance.) In Wanifi, &c.

A Reliase

A Release from a Husband and Wife, of the Wife's Estate, to a Husband and Wife, and the Survivor of them, and the Heirs of the Husband.

THIS Indenture, made, &c. Between A. of ____ and B. his wife (the surviving daughter and heir of C. late of ——— de-. ceased, who was one of the sons and devisee, in and by the last will and testament of D late of ____ deceased) of the one part, and E. of - and F. his wife, of the other part Witneffeth, that for and in consideration of _____ to the said A. and B. his wife in hand, at, &c. by the said E. and F. his wife, well, &c. the receipt, &c. they the Said A. and B. his wife Have, and each of them Hath granted, Gc. and by, &c. unto the faid E. and F. his wife, (in their actual possession, &c. by virtue, &c. by the said A. and B. his wife, &c.) and to the heirs and assigns of the said E. for ever, All that, Ge. [which said messuage or tenement and premisses were (amongst other things) bought and purchased of, and were conveyed to the aforesaid D. since deceased, and his heirs, by _____ by indenture of lease and release, the lease bearing date ____ and the release the ____ and were by the said D. deceased, in and by his last will and testament in writing, bearing date the _____, given and bequeathed to his fon the faid C. and his heirs for ever] and the reversion, &c. To have and to hold the said unto the said E. and F. his wife, and the longer liver of them, and to the heirs and affigns of the said E. for ever. (Covenants from A. for himself and wife to E. and his wife, and to the heirs and assigns of E-that they will levy a fine to the use of E. and F. and the longer liver, and of the beirs and affigns of E. for ever that they are feifed in fee, and have power to grant; and that they soull peaceably enjoy, free from incumbrances; and lastly, that A. and B. will make further assurance. Vide Tit. Covenants.) In witness, &c.

Lease and Release by Indorsement on Indentures of Lease and Release, whereby an Insant Heir of one of the two Co-heirs of a Trustee, by Virtue of the Atl of 7th of Queen Anne, and upon a Petition to his Honor, and in pursuance of his Order, Master's Report and subsequent Order, conveys Trust Premisses to a Trustee for the Purchasor, and upon other Trusts, &c.

Leafe for a Year.

O all Persons to whom, &c. T. D. esq; (grandson and heir of the within named dame E. D. deceased) sendeth greeting.

Know re, that for and in consideration of the sum of 5 s. of, &c. to the

the said T. D. in hand paid by the within named B. P. at, &c. the receipt, &c. the faid T D. Hath bargained and fold, And by these presents Doth bargain and sell unto the faid B. P. All and singular the messugges, &c. (as in the following release, changing the words as granted and released, to bargained and sold to) and all the estate, &c. To have and to bold, Ge. (as in habendum of release) unto the said B. P. his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during the term of one whole year from thence next enfuing, and fully to be compleat and ended; Tielding and paying therefore the rent of one pepper-corn only on the last day of the faid year, if the same shall be lawfully demanded, To the end, intent and purpole, that by force and virtue of these presents, and of the statute for transferring of uses into possession, the said B. P. may be in the actual possession of all and singular the hereby bargained and fold meffuages, lands, hereditaments and premisfes, with their appurtenances, and may be thereby the better enabled to accept and take a grant and release of the reversion and inheritance thereof, unto and to the use of him the said B. P. and his heirs. In Witness whereof the faid T. D. hath hereunto set his hand and seal this ----- ੴ∈.

The Release.

70 all Persons to whom, Gr. T. D. esq; (grandson and heir of the within named dame E. D.) sendeth greeting. Whereas by an As to the p order made by the right honourable the master of the rolls, on or about tition and ferther 18th dear of 37.6 1.0 and in the 28th day of July last past, in a certain cause then there depending veral other between Sir J. H. bart. an infant, by his next friend, plaintiff, and proceedings and E. P. efq; (party to the within written indenture) and others, de-in chancery fendants, fetting forth, that by a petition presented to his Honor by the recited there faid E. P. the within recived indentures of the 11th and 12th of August in. 1709, whereby feveral manors, lands and hereditaments in the county of W. were by the within named Sir J. H. the plaintiff's grandfather, and W. - deceased, therein named, conveyed unto and to the use of the within named T. H. and his heirs, To the use of the said Sir J. H. the grandfather for his life, and afterwards (amongst other trusts therein expressed) that the said T. H. and his heirs should raise out of the said trust-estate so much money as should be sufficient to pay the same Sir 7.'s debts; and after fetting forth the within recited decree of the 7th of February in the 12th year of the reign of, &c. whereby it was ordered, that so much of the said estate, as was sufficient to pay the debts of the faid Sir 7. the grandfather, should be sold to the best bidder, to be allowed of by a master therein, and that all parties should join in the said falt, as the faid master should direct; and after setting forth the within recited master's report of the 10th of July 1727, wherein the petitioner's Note; the father E. P. was reported the best purchasor of part of the estate in the above named parish of L. in the said report mentioned, (amongst other things) for the (among a sum of _____ and that the said report was afterwards absolutely congreat many surmed, others) was panil of L. in the faid report mentioned, (amongst other things) for the dame E. D.

party to this indenture of release, but died before the executing thereof by fome of the other parties.

Prayer of petition and order thereon.

As to the master's report thereof.

As to the fubfequent order for the infant's conveying.

Confideration.

Grant. Leafe. firmed, and that the faid Sir J. H. the grandfather, T. H. and E. P. the father, were fince dead; and that the within mentioned leafe for a year, and the within written indenture of release thereto, and on which this indorfement made could not be executed by all the parties thereto, for conveying of the within mentioned premisses to the several uses by the same indenture of release limited of and concerning the same, the within named dame E. D. (one of the fifters and coheirs of the faid T. H.) being lately dead, leaving T. D. her grandson and heir, an infant of about 14 years of age, whereby the within mentioned trust estate was become velted in the faid T. D. the infant, and the within named F. H. and their heirs, (as the coheirs at law of the faid T. H.) to the uses mentioned in the said indenture of release of the 12th of August 1700, and that in regard the said T. D. was an infant, and by reason thereof could not join in any conveyance of the faid estate without the direction of the faid court for that purpole, It was therefore prayed by the faid petitioner E. P. and his Honor did thereby accordingly order the fame to be referred to the within Mr. K. one of the masters of the faid court to examine and certify whether the faid T. D. the infant was a trustee within the true meaning of the act of parliament of the 7th of the late Queen Anne, [intitled, an act to enable infants who were seised or possessed of estates in see, in trust, or by way of mortgage, to make conveyance of such estates], and after the master's report made, such further order should be made thereon as should be just : And whereas the faid master, in pursuance of the said order of the 28th of July last, by --- now last past, (setting forth the last mentioned his report dated --order) did thereby (among other things) certify that the faid trust-estate in I, aforefaid (being the premisses by the within written indenture ordered to be conveyed) was vested in the said T. D. the infant, and the faid E. H. and their heirs, (as the coheirs of the faid T. H.) and that the faid T. D. the infant was a trustee within the intent and meaning of the act of parliament of the 7th year of the late queen Anne, in the same order mentioned: And whereas by a subsequent order made in the said court, on or about the 31st day of January last past, (setting forth the faid order of the 28th of July last, and the said master's report in pursuance thereof, dated the said ---- last;) and the said report being then read, his Honor did order, that the faid T. D. the infant should, in pursuance of the said act of parliament, join in the conveying of the premisses, in the said master's report mentioned, unto the said E. P. as in and by the herein above in part recited orders and report, duly entered and filed in the faid court of chancery, relation, &c. Now know ye, and the'e indorfed prefents witness, that by force and virtue of the above mentioned act of parliament, and in pursuance and in obedience to the last above recited orders, and for and in consideration of the sum of 104. of lawful money of Great Britain, to the faid T. D. in hand paid by the within named B. P. at or before the executing hereof, the receipt whereof is by him hereby acknowledged, He the faid T. D. Hath granted, bargained, feld, released and confirmed, And by these presents Dab grant, &. unto the faid B. P. (in his actual possession now being by virtue of a bargain and fale to him thereof made by the faid T. D. for one year, in confideration of the sam of 5 s. of lawful money, by an indorlement written upon the back of the within mentioned bargain and fale for a year, bearing date the day next before the date of the within written

indenture of release, the same indorsement bearing date the day cent before the day of the dare hereof, and executed before the exeention hereof, and by force of the statute for transferring of uses into section) and to his heirs, All and fingular the within mentioned mefes or tenements, farms, lands, hereditaments and premisses, which Premisses. in tend by the within written indenture were or are therein mentioned to granted, bargained, fold, released and confirmed, with their and pay of their respective appurtenances, and the reversion, &c. and all restate, Ge. To have and to hold the said several messuages or tene- Habendo sets, farms, lands, hereditaments, and all and fingular other the prethe herein before mentioned, and intended to be hereby granted and desied, with their and every of their appurtenances, unto the faid P. his heirs and assigns, To, for, and upon the several uses, trusts, ents and purpoles, And subject to the proviso or power in the within denture mentioned, limited, expressed and declared, of and concern-In Witnels whereof the faid T. D. hath hereunto let his nd and seal this — day of — in the year of our Lord, Ge.

thather upon a Purchase, wherein two Trystees' Names are made use of.

HEREAS the names of them the said B. S. and J. T. used in the within written indenture of release, and in the within penioned bargain and fale for one year, were and are therein so used and by the special nomination and appointment of A. B. of, &c. id in trust for her and her heirs only, and the several and respective ms of 600, 300, and 300 l (amounting in the whole to the sum of 200 l.) within mentioned to be by the said B. S. and J. T. paid for the whale of the moiety of the within mentioned messuages, lands, teneents, hereditaments and premisses, was not their proper money, but the fame was and is the proper money of her the faid _____ and by her buly paid, and previous to and before the conveying of the faid premisses them the said B. S. and J. T. it was by them agreed, that the same ould be by them reconveyed to her the said ——— in such manner as terein after is mentioned: Now know ye, and these indorsed presents mels, that in pursuance and performance of the said recited agreeents, and in the discharge of the trust so reposed in them as aforesaid, and also for and in consideration of the sum of 10s. a-piece of, Gc. them the said B. S. and J. T. in hand, Gc. the said -Be the receipt, &c. and for divers, &c. They the faid B. S. and J. T. flow, and each of them Hath bargained, fold, aliened, remifed, rebased and confirmed, and by these presents Do, and each of them Dotb bargain, sell, remise, release and confirm unto the said - (in her that possession, &c. as in the preceding indorsement) and to her heirs, All that the within mentioned moiety, or one full half part of and in all those meffuages, &c. which in and by the within indenture were thereby bargained and fold unto them the faid B. S. and J. T. or meant, men-

tioned or intended fo to be, with their and every of their appurtenances, and the reversion, &c. and all the estate, &c. To bave and to hold the -faid moiety of the faid messuages, &c. with their and every of their appurtenances, unto the said ----- to the only use and behoof of the said ----- her heirs and assigns for ever; And the said B. S. and J. T. each separately and apart, for himself, his heirs, executors and adminiftrators, and for his own acts only, and not jointly, or one for the other, or the acts of the other, do hereby promise, covenant and agree, to and - her heirs and assigns, by these presents, that they with the faid the said B. S. and J. T. or either of them, Have not, nor Hath & any time heretofore made, done, committed, or willingly suffered any act, matter or thing whatfoever, whereby, or by means whereof the hereby released hereditaments and premisses, or any part thereof, are, is, or shall be any ways impeached, charged or incumbered in title, charge or estate, or otherwise howsoever. In Witness whereof they the said B. S. and J. T. have hereunto set their hands and seal this day of, &c.

Of a Freehold Estate to make a Tenant to a Practipe, with their Directions for inserting a Covenant to suffer a Recovery, and a Declaration of the Uses, &c.

HIS Indenture of fix parts, made, &c. Between J. A. of, &c. gent. fon and heir of R. A. late of, Edc. gent. deceased, who was nephew and devisee of T. R. late of, Ge. elq; deceased, of the first part, Sir B. A. of, &c. bart. surviving trustee of a term of 1000 years (in an undivided third part of the manor, lands and hereditaments hereafter mentioned, intended to be hereby extinguished,) of the second part, R. R. late of, &c. and of D. in the county of, &c. clerk, and B. C. of, Ge. clerk, devisees in the last will and testament and codicil of T. G. late of, Gr. gent. deceased, who survived E. G. of, Ga (being both named trustees of the inheritance) of the third part, S. M. of, &c. widow, of the fourth part, S. R. of, &c. esq; and S. S. of, Ge. esq: of the fifth part, and W. E. of, Ge. gent. of the fixth part, Witnesseth, that for and in consideration of the sum of 1101. of lawful, Ge. to the said J. A. and the sum of 1101. of, Ge. to the said S. M. (by the direction and for the proper debt of the said 7. A. in hand, &. paid by the faid S. R. at, &c. making together the fum of 2201. being for the complete purchase of an absolute inheritance in see-simple, of and in the manor, lands and hereditaments herein after limited, in ule to the faid S. R. and S. S. subsequent to the intended recovery herein after mentioned: the several receipts whereof they the said J. A. and S. M. do hereby severally acknowledge accordingly, and thereof, and of every part and parcel thereof, do by these presents severally acquit, Uc. the faid S. R. his heirs, executors and assigns, and every of them; and also in consideration of 10 s. a piece of like money to the said J. A. Sir B. A. R. R. and B. G. respectively in hand likewise paid by the said

S. R. and S. S. at, Gc. the receipt and receipts whereof, Gc. and for buring, cutting off and destroying all and all manner of estate and mes-tail, remainders and reversions of and in the manor, &c. herein her mentioned, and for granting, fettling and affuring of the fame, to and for the pies, intents and purposes herein after mentioned, The said J. A. and also by his direction and appointment, and with the consent the faid S. M. testified by their being parties to and sealing and deliwing of these presents, the said Sir B A. R. R. and B. G. Have ganted, bargained and fold, released and confirmed, and by these prefrom the said J. A. Sir B. A. R. R. and B. G. and each and every them Doth grant, Ge. unto the said S. R. and S. S. (in their actual Mession, &c.) and to their heirs and assigns, All that, &c. And the find J. A. for himself and his heirs, doth hereby grant to the said S. R. and S. S. and their heirs, All deeds, evidences and writings touching or concerning the premisses or any part thereof, which he the said J. A. beth or can come by without fuit in law or equity; To bave and to bold the said manor, &c. and all and singular other the premisses herein before granted, released and confirmed, or meant, &c. with their and every of their appurtenances, unto the faid S. R. and S. S. their heirs and aligns, To the Use and behoof of the said S. R. and S. S. their heirs and assigns for ever, To the Intent to make them the said S. R. and S. S. parted tenants to the freehold of and in the premisses, against whom a common recovery may be had and suffered as herein after is mentioned; for that purpose it is covenanted, declared and agreed, by and between all the said parties to these presents, that, &c. (A recovery may be sufford, vid. tit. Covenant; and for the declaration of the uses vid. tit. Declaration. Covenant from J. A. and that he, Sir B. A. R. R. and R.G. or one of them, is lawfully feifed; and have power to releafe; that the premisses, after the recovery suffered, shall remain to the use of S. R. ad S. S. free from incumbrances; for further affurance; from Sir B. A. that he has not done any act to incumber the premisses; the like from R. R. ad B. G. Vid. tit. Covenants.) In Witness, &c.

ladentures of Lease and Release, for levying a Fine and suffering a Recovery.

HIS Indenture of four parts, made, &c. Between C. M. of, &c. and R. his wife, late one of the four, and now one of the two (furviving) nieces of Sir W. M. deceased, late of, &c. named in his last will and testament, of the first part, J. L. of, &c. of the second part, J. H. of, &c. of the third part, part, and S. W. of, &c. spinster of the south part. Whereas by virtue of the last will and testament of the said Sir W. M. she the said R became intitled to one south part of the messivages, lands, tenements,

Ments, rents and hereditaments herein after mentioned, for the term of her life, with remainder to her first and other sons in tail, with other remainders over, and by virtue of the said will, and by the death of M. late wife of the said J. L. without issue, she the said R. M. is become seised of and intitled unto an eighth part or a moiety of a fourth part of the said messuages, lands, tenements, rents and hereditaments, to the use of the said R. M. and the heirs of her body, with remainders over: And whereas, by certain indentures bearing date the day next before the day of the date of these presents, the said C. M. and R. his wife, have granted and demised to the said S. W. the hereditaments herein after mentioned to be hereby granted and released;

to bold unto the faid S. W. her executors and assigns, from the day next before the day of the date thereof, for the term of 1000 years, at the yearly rent of a pepper-corn, with a proviso for redemption of the fame, as in the fame indenture is mentioned: Now this Indenture witnesseth, that for and in consideration of the sum of s. a-piece of good, &c. to the said C. M. and R. his wife, in hand at, &c. well and truly paid by the said J. L. the receipt, Gr. the said C. M. and R. his wife do hereby respectively acknowledge, And for barring, docking and destroying all estates-tail, reversions and remainders thereon depending, of and in all and fingular the hereditaments herein after mentioned to be hereby granted and released, and for strengthening, corroborating and confirming the before recited term of 1000 years, and for fettling and affuring the faid hereditaments and premiffes to and for fuch use and uses, estate and estates, intents and purposes as is and are herein after mentioned, expressed and declared of and concerning the same, They the said C. M. and R. his wife Have, and each of them Hath granted, bargained, fold, released and confirmed, and by these presents Do, and each of them Doth grant, &c. unto the said J. L. (in his actual possession, &c.) and to his heirs All that moiety or half part of and in one full fourth part or share of and in, &c. To have and to bold the said several and respective parts and shares of the said messuages, &c. and all other the premisses by these presents granted and releafed, or mentioned or intended fo to be, and every part and parcel thereof, with their and every of their appurtenances, unto the faid J. L. his heirs and assigns, To the Use and behoof of the said J. L. his heirs and affigns, To the Intent and purpose, that as well by virtue of these presents as of the fines agreed to be levied as herein after is mentioned, the faid J. L. may become a good and perfect tenant of the immediate freehold and inheritance of all and fingular the before mentioned premisses, against whom common recoveries may be had, executed and perfected, as herein after is mentioned: And for the better and further conveying and affuring the faid feveral and respective parts and shares of the faid messuages, lands, tenements, rents and hereditaments, and all other the premisses unto the said 7. L. and his heirs, for the same intent and purpose as aforesaid, it is hereby agreed by and between all the said parties to these presents, that the said C. M. and R. his wife, shall and will, before the end of Easter term next ensuing the day

of the date of these presents, or as soon after as may be, in due form of law, acknowledge and levy fines fur converance de droit come ceo, &c. before his majesty's justices of the court of common pleas at Westminster, with proclamations in such case used and accustomed, unto the said J.

Fine,

and recovery,

I Fine.

Landhis heirs, of the faid hereby granted and released, or mentioned be hereby granted and released parts and shares, hereditaments and miles, by fuch apt and convenient name and names, quantities, quaies, descriptions, and number of messuages, lands and things, as by e fid J. L. his heirs or assigns, his or their counsel learned in the , half be reasonably devised, advised or required: which fines, dall and every fine and fines heretofore had, levied or acknowledgor hereafter to be had, levied or acknowledged, of the faid feveral d respective parts and shares of the said messuages, tenements, rents d hereditaments, and all other the premisses, or any part thereof, eier alone or together with any other messuage or messuages, lands, tements or hereditaments, or parts or shares, or part or share of such strages, lands, fenements or hereditaments, by and between the faid nies to these presents, or any of them, either alone or together with y other person or persons, shall be and enure, and shall be construed expounded, adjudged, deemed and taken, and so are and were sast and intended to be and enure, and are hereby declared and seed by and between all the faid parties to these presents to be and ere, To the Use and behoof of the said J. L. and his heirs, To the ine to strengthen, corroborate and confirm the estate hereby granted teleased, or intended to be hereby granted and released to the said L and his heirs, and to make him a perfect and lawful tenant of the hold and inheritance of the faid several and respective parts and was of all and fingular the faid premisses hereby granted and released, mentioned to be hereby granted and released, so that good and per precoveries may be had and perfected against him for the same; And Recovery. that intent and purpose it is hereby agreed by and between all the ries to these presents, that before the end of Easter term next ensuthe day of the date hereof, or as food after as may be, it shall and y be lawful to and for the faid J. H. to fue forth and profecute out his majesty's court of chancery, writs of entry fur diffeifin en le post, arnable and to be returned before his majesty's justices of the court of amon pleas at Westminster, thereby demanding by apt and convenient mes, quantities, qualities and descriptions, the said several and respece parts and shares of all and singular the premisses, with their and ery of their appurtenances, against the said J. L, to which said write entry he the faid J. L. shall appear gratis either in his own proper fon, or by his attorney or attornies in that behalf lawfully authorifed, I shall vouch to warranty the said C. M. and R. his wife, who shall pear gratis in their own proper persons, or by their attorney in that alf lawfully authorifed, and shall enter into warranty the common whee of the same court, who shall also appear, and after impurlance, blanke default so as judgment shall and may be had and given thereng for the said J. H. to recover the said several and respective parts mares of the said premisses against the said J. L. and for him to reher in value against the said C. M. and R. his wife, and for them to refer in value against the said common vouchee, and such further proedings shall be had therein that good and perfect common recoveries y be had and profecuted, executed and perfected, in and upon the d writs of entry in all things, according to the usual course and form common recoveries for affurance of land in such cases used; And it Uses. hereby covenanted, concluded, declared and agreed, by and between

all and every the faid parties to these presents, for themselves and their beirs, that from and immediately after the suffering and perfecting the faid common recoveries as aforefaid, as well these presents and the assurance and affurances hereby made, as also the faid recoveries to as aforesaid, or any other manner, or at any other time or times suffered, or to be fuffered, and all and every other common recovery or recoveries, fine or fines, conveyance and conveyances, affurance and affurances in the law whatfoever, heretofore had, made, levied, executed or suffered, or hereaster to be had, made levied, executed or suffered, of the faid hereditaments and premisfes, or any part or parts thereof, either alone or together with any other melluages, lands, tenements or hereditaments, or any part or share, or parts or shares thereof, by or between the said parties to these presents, or any of them, or whereunto they or any of them are, is or shall be party or parties, privy or privies, either with or without any other person or persons, shall be and enure, and shall be construed, adjudged, expounded, deemed and taken, and so are and were meant and intended to be and enure, and are hereby declared, by all the faid parties to these presents, to be and enure, and the recoveror or recoverors in fuch recovery or recoveries named or to be named, and his and their heirs, and all and every other person and persons whatsoever, shall stand and be seised of the said several and respective parts and shares of the said messuages, tenements, rents, hereditaments, and all and fingular other the faid premifies meationed to be hereby granted and released, and every part and parcel thereof, to the proper use and behoof of the said S. W. his executors, administrators and assigns, for and during the said term of 1000 years, without impeachment of waste; and for the better strengthening, corroborating and confirming the same term, and immediately from and after the end or other sooner determination of the same term of 1000 years and subject thereto, and as the same shall end and determine, then To the Use and behoof of the said C. M. and R. his wife, and the furvivor of them, for and during their natural lives, and the life of the furvivor of them; and immediately from and after the decease of such person and persons, then to and for such estates, intents and purposes, as the faid R. M. notwithstanding her coverture, by any deed, will or writing to be figured and fealed by her the faid R. M. in the prefence of two or more credible witnesses, shall direct and appoint, and in the mean time, and until and in default of such direction and appointment, To the Use and behoof of R. M. and P. M. (daughters of the faid C. M. and R. M. (parties to these presents) equally, and share and share alike, as tenants in common, and not as jointenants) and of the heirs of the respective bodies of the said R. M. the daughter, and P. M. lawfully to be begotten; And if either of them the faid R. M. the daughter, and P. M. shall happen to depart this life, without iffue of her body lawfully to be begotten; then as to the part or share of such daughter so dying without issue, To the Use of the other of the faid daughters, and the heirs of her body lawfully to be begotten; and upon the failure or default of iffue of the bodies of both the said R. the daughter, and P. M. then To the Use of J. M. fon of the faid C. M. and R. his wife, and the heir of the faid J. M. lawfully to be begotten; and for default of fuch iffue, then To the Use of the heirs of the body of the said R. M. party hereunto, lawfully

havilly begotten or to be begotten; and for default of such issue, then To the Use of W. W. fon of W. W. deceased, (which said W. W. the said R. M. party hereunto) and the bass of the said W. W. the son. In Witness, &c.

Aduste from a Husband and Wise and their Trustees, to two Joint Purchasors of a Manor, &c. in consideration of Mortgage Money and off by the Purchasors, &c.

THIS Indenture of three parts, made, &c. Between A. (the hufbond of, &c and F. his wife, of the first part, B. and C. i (the truffees) of the second part, and D. and E. of, Gc. (the Mafort of the third part, Wineffeth, that for and in confideration, c. (of mortgage monies paid off by the purchafors, by the direction of the and and truffees) in full of the several principal sums of money and well due on the respective indentures of mortgage herein after mentid and expressed, made of several parts or parcels of the messuages, L bereafter in and by these presents granted and conveyed for several to of years, the residue of which said respective terms of years are asted, or intended to be assigned in trust for the said D. and E. their wand affigns; and in confideration of the further fum of -Said A, in hand, C_c , by the faid D, and E, likewise truly paid, ich faid several sums of ____ and _ - make up and amount ther to the sum of ----- being the fall sum of money agreed to paid by the faid D. and E. for the absolute purchase of the manor, berein after mentioned or intended to be granted, released and imed, and the fee-simple and inheritance thereof, the receipt, &c. in confideration of 5 s. a piece of like money to the faid B. and in hand, &c. by the faid D. and E. well and truly paid, the receipt breof they do also acknowledge; The said A. and A. and likewise faid B. and C. (at the request and by the direction and appointment the said A. testified by his being a party to, and signing and sealing presents) Have, and each of them Hath granted, bargained, , aliened, infeoffed, releafed and confirmed, and by these presents , and each of them Doth, fully and absolutely grant, &c. unto haid D, and E. (in the actual possession now being, of the manor, berein after mentioned, or intended to be granted, released and somed, by virtue of a bargain and fale to them thereof made by Faid A. B. and C. in confideration of 5s. a-piece, by indenture thing date, Ge. for one whole year, commencing from the of — and by force of the statute, Gc.) and to the heirs and m of the faid D. and E. for ever, All that the manor, $\mathbf{G}c$. ide ut. Parcels) and the reversion, Ge. and all the estate, Ge. toer with all deeds, &c. (as in tit. Parcels); To bave and to hold id manor, &c. and all and singular other the premisses herein Per. V.

before mentioned intended to be hereby granted, released and confirmed, with their and every of their appurtenances, and every part and parcel thereof, unto the said D. and E. their heirs and assigns for ever, to and for the only proper use and behoof of the said D. and E. and of their heirs and affigns for ever; (Covenant from the wender and wife and their truftees, to levy a fine to the uses of the vendes, their heirs and assigns; from the busband that be, the trustees, or one of them, is seised in see, and have power to grant, &c. and that the purchasors shall quietly enjoy, free from incumbrances; for further affurance, and that the further affurance skall enure to the purchasor; also a covenent from each truftee that he has not incumbered, see ut. Covenant.) In Witness, &c.

A Conveyance by Lease and Release from a Mortgagor and bis Mortgagees, to the Lord A. and his Truffee, of an Estate mortgaged in Fee, &c.

Recitals, viz. The mortgagte in fee.

Subject to redemption, & c.

A further funa of 500/ lent, for fecuring whereof,

NHIS Indenture Tripartite, &c. Between Sir J. M. of, &c. vendor, and dame P. his wife of the first part, W. F. merchant, W. D. gent. and T. R. gent. (three of the executors of the last will and testament of W. T. esq; deceased) mortgagees, of the second part, and the right honourable J. Lord A. (purchasor) baron of A. in the county of S. and M. N. of London, esq; (a person nominated by and in trult for the faid J. Lord A.) of the third part. Whereas by indentures of leafe and releafe, the leafe bearing date the day next before the day of the date of the release, and the release bearing date the 27th of, &c. and made, &c. between the faid Sir 7. M. of the one part, and the faid W. F. W. D. and T. R. of the other part, in confideration of the fum of 2000 l. paid to the faid Sir 7. M. as therein is mentioned, The capital meffuage therein and herein after mentioned, and feveral closes of patture, arable land, meadow ground, tithes and hereditaments therein and herein after particularly mentioned, were conveyed by way of mortgage, unto and to the use of the said W. F. W. D. and T. R. their heirs and asfigns, subject nevertheless to a proviso on condition in the same indenture of release contained for re conveying the said capital messuage, closes, lands, tithes and hereditaments thereby conveyed as aforesaid, unto the faid Sir J M. his heirs and assigns, upon payment by him the said W. F. W. D and T. R. of the sum of — on certain days therein mentioned for payment thereof, and long fince past: And whereas by indenture hearing date the third day of, &c. and made or mentioned to be made between the faid Sir J. M of the one part, and the faid W. F. W. D. and T. R. of the other part, (reciting the faid indenures of lease and release) the said Sir 7. M. in consideration of the further sum of 500 l. (over and above the principal sum of 2000 l. mentioned to be the confideration in the faid indecture of

the release) to him paid as therein is mentioned, did release unto the Release of the field W. F. W. D. and T. R. the faid proviso in the faid indenture of proviso in first release contained, and did ratify and confirm the said capital messure, indenture, and doles, lands, tithes, tenements and hereditaments, with the apputer premisses to closes, lands, tithes, tenements and hereditaments, with the appuite-premisses to amore, unto and to the said W. F. W. D. and T. R. their heirs and mortgagees, &c. signs, freed and discharged from all provisoes and agreements, for or concerning the redemption or reconveying of the faid capital meffuage, when and hereditaments to the faid Sir J M. his heirs and affigus, (other than the covenants and agreements therein after mentioned), and in the faid indenture of the third of December 17-- is contained a Discharged of provile, and the faid W. F. W. D. and T. R. did thereby covenant, proviles, &c. Ve. that upon payment to thm of 2562 l. 10s. by the faid Sir J. M. on certain days therein mentioned and now past, they the said W. F. W. D. and T. R. would re-convey the estates and interest in the faid Covenant for mortgagees to capital mefforage, closes, lands, tithes, tenements and hereditaments, re-convey on so the faid Sir J. M. his heirs or assigns, or to such person or persons payment of as be and they should direct, as in and by the before in part recited in-principal and enures, relation being thereunto respectively had, more at large may interest. pear: And whereas there is now due unto the faid W F W. D. and Money due to F. R. upon or by virtue of the before recited securities made to them mortgagees for in principal and interest, the sum of 287. 1. And whereas the said J. principal and Road A. hath contracted and agreed with the faid Sir J. M. for interest. the absolute purchase of the said capital messuage, closes, lands, Purchase, the tenements and hereditaments, at and for the sum of 5000 l. Tow this Indenture witnesseth, that for and in consideration of the said Contract. m of 2870 l. of, &c. to the said W. F. W. D. and T. R. in hand Considerations bid by J. Lord A. (by the direction of the faid Sir J. M. tellified by being a party to, and figning and fealing of these presents) in full of Part to mortprincipal and interest monies due unto them, upon or by virtue of the gagees in full, fecurities, or by virtue of any other securities made of the said caal messuage, closes, lands, tithes and tenements herein after mention-4; And for and in consideration of the sum of 2130 l. of like lawful Residue to soney to the faid Sir J. M. in hand paid by the faid J. Lord A. at vendor, before the fealing and delivery of these presents, the several and reseffive receipts of which faid several sums of 28701, and 21301. making together the faid sum of 5000 l. purchase monies) the said U'. W. D. and T. R. and J. M. do hereby respectively acknow-dge, and thereof and therefrom do respectively acquit, release ad discharge the said J Lord A. his heirs, executors, administrators ad assigns, by these presents; Which said sum of 5000 l. is hereby de in sull for pur-lared to be in sull for the absolute purchase of the capital messuage, chase, &c. oles, lands, tithes, tenements and hereditaments herein after mentiped and intended to be hereby granted and released, And is the same The same consiam of 5000 / mentioned as the confideration money in one indenture deration as in a burgain and fale, bearing even date with these presents, and made deed, to be inetween the same parties as are to those presents, and intended to be rolled to a paid by his lordship wolled in her majelty's high court of chancery; And aifo for and in and his truftee. possideration of the fum of 10 s. of like lawful money to the faid hir J. M. W. F. W. D. and T. R. in hand paid by the faid J. Lord A. and M. N. the receipt whereof is by them hereby likew fe acknowedged, he the faid Sir J. M. (at the request of the said J. Lord A. Pedified by his being a party to and executing of these presents) Hath Grant from granted, vender. X 2

granted, bargained, fold, aliened, releafed and confirmed, and by

Release from

Leafe for years,

Parcels.

Ws.

General words of all meffuages, G. of Sir J. and his mortagoes in pofsection of A. and B. in, &c.

Revertion, U.

and all deeds. **ان** ا

Habendum. As to the estate to truftee, &. in trust for his lerdship.

shele presents Doth grant, bargain, sell, alien, release and confirm, and at the like requelt, tellified as aforefaid, and by the direction and appointment of the faid Sir J. M. (testified also by his being a party to, and figning and fealing of these presents) the said W. F. W. D. and T. R. Have and each and every of them Hath bargained, fold, the mortgagees- released and confirmed, and by these presents Do, and each and every of them Dath bargain, sell, release and confirm unto the said J. Lord A. and M. N. (in their actual possession now being by virtue of a bargain and fale to them thereof made by the faid Sir J. M. W. F. and T. C. for one year, in confideration of 5. of lawful money, by indenture bearing date the day next before the day of the date of these presents, and made between the said Sir J. M. M. F. W. D. and

T. R. of the one part, and the faid J. Lord A. and M. N. of the other part, and by force of the statute made for transferring of uses, into possession) and their heirs, All that capital messuage, together, with all ways, waters, &c. and all other the meffuages, lands, tithes, tenements and hereditaments whatsoever of him the said Sir J. M or of the faid W. F. W. D. and T. R. as mortgagees of the faid Sir J. M. or of any other person or persons in trust for the said Site J. M. or whereof or wherein he hath any estate in law or equity. or any equity of redemption, lituate, lying, &c. and the reversion &c. and also all the estate, &c. and all deeds, &c. To bave and to bold the said capital messuage, &c. and all and singular other the premisses herein before mentioned and intended to be hereby grante and released, with their and every of their appurtenances, unto the faid J. Lord A. and M. N. their heirs and assigns, To the Use of the said J. Lord A. and M. N. their heirs and assigns for ever; Is Trust nevertheless, as to the estate of the said M. N. and his heirs

heirs; And, Ge. (Covenant from Sir J. that he and his lady will levy a fine; declaration to he had to the use of himself and his trusten in trust as to the estate of M. N. for the only use of the said Lord A. Sir J. covenants; lawfully feifed; good right; quiet enjoyment; fratfrom incumbrances, except the recited fecurities; a leafe, &c. further affurance, except fuch persons as may claim under the lease, excepted. Witne, s, &c.

to and for the only use and benefit of the said J. Lord A. and his

A Release and Confirmation of Lands from a Mortgages with the Affect of the Mortgagor (he having paid off the Mortgage Money) to a Purchasor, in pursuance of a Decree in Chancery.

THIS Indenture, made, Gc. Between E. B. (the mortgagee) of, Gr. of the first part, the reverend R. L. of, Gr. and L. his le, (the mortgagors) of the second part, and the right honourable E. of, &c. and ---- executors and trustees named in the last will ltestament of the most noble J. duke of, Gr. deceased, of the the part. Whereas, Gr. (recital of a mortgage to E.B.) And whereas int R. L. hath paid to the faid E. B. the fum of, Ge. in full Principal and interest due on the said recited mortgage; And suberethe faid E. earl of, Ge. and, Ge. have, pursuant to an order of e high court of chancery, purchased of the said R. L. and L. his le, (together with the manor of C.) All and fingular the faid melage, &c. in the faid recised indenture contained, for the sum of, k. Now this Indenture witnesseth, that for the consideration aforeid, and in consideration of the sum of 10 s. to the said E. B. in nd, &c, the receipt, &c, and for divers, &c. He the said E. R. th granted, bargained, fold and released, and the said R. L. and L. wife, Have and each of them Hath ratified and confirmed, and by se presents Doth (by the direction and appointment of the said R. L. s and L. his wife, testified, &c.) bargain, &c. and the said R. L. and wife Do, and each of them Doth ratify and confirm unto the said E. plof, we. and, we. (in their actual, we. from the said E. B. and R. L. and L. his wife, for, Gc.) and their heirs, All and lingular the hid, we to him the faid E. B. and his heirs, in and by the faid recited dentures of leafe and releafe bargained, &c. as aforefaid, with their d every of their appurtenances, and the reversion, じゃ and all the thate, &c. of them the faid E. B. and L. his wife, and every of then, in and to the same premisses, and every part, vc. To bave and bold the faid, e.c. and all and singular other the premisses hereby irgained, Sc. ratified and confirmed, or meant, Sc. with their, Wr. unto the faid E. earl of, &c. and, &c. their heirs and affigne, To the only use and behoof of them the said E. earl of, Gr. and, Gr. their heirs and assigns for ever. (Covenant from E. B. that he has done wall of incumbrance). In Witness, Gc.

Release from the Heir, and Widow of the deceased, of a Manor, &c. u pursuance of a Decree in Chancery, for Sale before a Master; where each received their Proportion of the Confideration Money, and other Part is paid to discharge a Mortgage and a Judgment, which are of figned to proted the Title.

HIS Indenture Tripartite, made, &c. Between A. of -

brother and heir of B late of ----- deceased, of the first

Recital of the decree.

part, C. of - widow, relict of the faid B. of the second part, and D. — of the third part. Whereas in a cause depending in the high court of chancery, between the said C. complainant, and the said A. and others defendants, it is by a decree of the court, made on Wednelday the --- in the --- year of the reign of --- ordered, that the manor, lands and premisses, hereunder granted, should be sold to the bell purchasor, to be approved of by one of the masters of the faid court, and that all persons concerned should join in the sale thereof, and the faid D is by the master certified to be the best purchasor, at and for the sum or price of _____ l. as by the said master's certificate may appear; and thereupon the faid premisses, and the fee-simple and inheritance thereof, are, in pursuance of the said decree of the said court, to be conveyed and affured unto the said D. his heirs and asfigns: Now therefore this Indenture witnesseth, that for and in consideration of the sum of _____ of lawful, &c. to the said A. and of the fum of --- to the faid C. in hand, at, &c. by the faid D. well, &c. the receipt, &c. which faid, &c. (as in tit. Consideration); they the faid A. and C. Have granted, wc. and by, wc. Do, and each of them Doth grant, &c. unto the said D. in actual possession, &c. by indenture tripartite, &c and to the heirs and assigns of the said D. for ever, All that, &c and the reversion, &c and all yearly and other rents, & and also all the estate, &c. together with all and singular deeds, &c. To have and to hold, &c. Covenants from A. that be is lawfully feifed, hath right to convey, and that D. Shall peaceably enjoy. free from incumbrances, (except a mortgage and judgment, which are of figured by the direction of D. in trust for him, and except a lease, &c.) and from C. for peaceable enjoyment, free from incumbrances, (except as before)

Consideration.

In Witness, &c.

Perused by Sir E. N. for the purchasor, and by Mr. C. for the widow, who faid, that she was (or ought) not to covenant against her husband's act, or any others but her own, nor to give a wasranty.

and from A. and C. to make further affurance to enure to the purchafor.

Rdiase from the Heir, Trusses, Legatees, and Creditors of the Testator, of Part of Lands (ordered to be fold before a Master in Chantery) which were charged by Will, for the Payment of his Debts and Legacies. The Consideration Money paid to one of the Creditors in Part of his Debt.

HIS Indenture of four parts, made, &c. Between A of _____ widow and relict of B. late of ____ deceased, C. of ____ delt son and heir of the said B deceased, F. of --- fon of the id B. deceased, G. of - and H. C. his wife, daughter of e said B. deceased, of the first part, D. of - of the second part, J. of - and K. of - of the third part, and E. of - of the fourth part. Whereas the faid B. deceased, by the pane of — did by his last will and testament in writing, bearing te, &c. devise to the said A. D. and L. (since deceased) and their eirs, all his freehold messuages, &c. upon trutt that they the said rostees should stand seised thereof, in the first place, to permit the id A. his wife, to receive the rent for her life, 80 l. per ann. by marterly payments; and, in the next place, that his said estate should and charged (in case his personal estate should fall short of doing hereof) with the payment of 1200 l, to his son the said F, and with to his daughter, then H. S.'s widow, and now H. G. wife of the said G. to be paid to them in such manner as therein is mentioned; and after payment of his said childrens portions, or so anch thereof as his personal estate should fall short of paying and charged therewith, the faid B. deceased, did thereby declare the hid trustees should stand seised thereof, in trust for his eldest son the faid C. for his life, and after his decease, in trust for the eldest son of his faid fon C. lawfully to be begotten, and the heirs of his body lawfully to be begotten, and so to all other the son and sons of the said C. lawfully to be begotten, severally and successively, according to senimity, and the heirs of their respective bodies issuing; and for want of sech issue male of the said C, then the said trustees should be seised of the faid premisses in trust for the said F. for his life, and after his deetale, then in trust for the first son of the said F. and the heirs of his body; and for default of such issue, then in trust for all the other son and fons of the faid F feverally and successively, and the heirs of their respective bodies issuing, with other remainders over; and hath therein willed, that notwithstanding any devise, trust or limitation therein abovementioned, his faid truffees, the furvivor or furvivors of them, hould and might (in case the portions therein abovementioned should not be raised by or out of his personal estate, as the same should become due), sell and dispose of the inheritance of so much of the said lands so deriled unto them in trust, which to them should seem sitting, as with

the money raised by sale thereof should be sufficient to pay and discharge the same, which lands so sold should be free and clear of and from the annuity of 80 l. per ann. and of the trults and intails therein above

Decree.

Codicil.

mentioned, any thing therein contained to the contrary notwithstanding; and did thereby charge his personal estate, not therein specially disposed of, with the payment of his debte, and particulars therein given; and in the next place, with the said 1200 l, and 600 l. as far as the same would go, and gave the rest of his personal estate, not therein otherwise disposed of, to his said son the said C. and made the said A. C. F. and H. G. executors of his faid will; And by a codicil annexed thereto, dated, &c. the faid testator charged the faid estate with a further fum of 8000 l. to the faid F. and 400 l. to the faid, H. G. as by the said will and codicil, relation being thereunto respectively, Gc. And whereas the said G. and H his wife, and the said F. in order to be paid their respective legacies, did exhibit their bill in the high court of chancery against the said C. M. and N. his two some infants, the faid A. D. and R, unto which said bill all the defendants answered, and the court, on or about the --- day of --- on hearing of the said cause, did decree, that the said C. and the only acting executor, should come to an account before - ane of the masters of the said court, for the personal estate of the said testator & come to his hands, or to the hands of any other person for his uses and the faid master was thereby ordered to take an account what the debts and legacies of the faid testator amounted to, and whether the personal estate of the said testator would be sufficient to pay the sames and if it should appear that the said personal estate was not sufficient to satisfy the said debts and legacies, then it was thereby further ordered that the faid master should look into the said testator's real estate, and certify to the faid court what part thereof was fit to be fold or mortgaged, to raife money to pay what the personal estate should fall short Maker's report, of fatisfying: And whereas the faid mafter by his report, dated on or about the --- in pursuance of the said order of the -

--- certified to the court, that the whole personal estate of the said testator then received and come to the hands of the said C. amounted to 3270/ 131. 6 d. and that the faid defendant C. bad, fince the tellator's death, paid feveral fums of money for and on account of the faid selfator's debts, legacies and other matters relating to the faid executorthip, amounting to 26581. 4. which being allowed to the faid defendant C. and deducted opt of the faid personal estate come to his hands, doth reduce the same to the sum of 612 l. 3 s. 6 d. and that there then remained unpaid to the faid G. the faid legacy of 1000 l. and a debt of 500 % both amounting to 1500 % to the faid 3. 1200 % to the faid F. 1300 l. to the aforesaid K. 300 l. and to the said A. 200 l. all amounting to 4600 l. which is more by 3987 l. 10s. 6 d. than the faid personal estate in the hands of the said C was sufficient to satisfy. and thereby certified the particulars of the faid testator's real estate in the faid county of --- charged by his faid will with the payment of fuch of his debts and legacies, as his personal estate should fall short to fatisfy; and that the same amounted in the whole to 325 1. 10 s. per ann. and that it should be for the advantage of the defendant to mortgage or fell the whole estate for payment of the said testator's debts and legacies remaining unfatisfied: And whereas the said ----- on or about the upon hearing the faid cause upon the said — day of —

maller's

Order for confirming the report.

mafter's report did order and decree that the faid 3987 l. 10 s. 6 d. should be raised by sale or mortgage of the said testator's estate, and it was mereby referred to the said master to see the same either sold or mortaged, as he should judge most for the advantage of the parties inteed therein; and in case a sale should be made of the said estate, many part thereof, for raising the said money, it was thereby further ndexed, that the faid mafter should allow of a purchasor, and see the tembes of the money arising by such sale, over and above what should the faid demands and pay the costs of the said suit, disposed of coeding to the intent and meaning of the tellator's faid will: And Report for alferens --- one of the masters of the said court (to whom the lowing the purper reference was referred) hath by his report dated on or about the chafor, - day of --- allowed the faid E. to be the best purchasor herein after mentioned, and hereby granted and refed, or mentioned or intended so to be, (which said estate is part of hid estate devised by the said testator's will) at the rate of 470 L th faid last mentioned report hath been since consirmed and made and confirmatihere by two feveral orders of the faid court; the one dated on or on thereof. athe ____ and the other on or about the ____ as by the faid ed decretal orders, reports and other orders, relation being thereunverally had, &c Now this Indenture witnesseth, that for and in Consideration ? deration of the faid fum of 470 l. of, &c. by the faid E. to the Y. at or before the sealing, &c. (by the direction and appointment of Ed C. and with the consent of the said A. F. G. and H. his wife, M. K. testified by their signing and sealing thereof) well and truly for and in part of the faid debt of 1300/. so as aforefaid due and to him the said 7. by and from the said B. deceased, or from his is and in confideration of 5 s. a-piece of like lawful money to the A. C. G. F. and H. his wife, D. and K. respectively, by the said Rewise well and truly paid, the receipt, &c. they the said A. C. F. and H. his wife, D. and K. Have and each of them Hath granted, Grant. and by these presents, in obedience to and pursuance of the said ed decretal order of the faid court of chancery dated on or about hid ---- and by and with the confent, direction and appointment, the faid J. testified, &c. and likewise the said J. Doth, and each and of them Doth grant, &c. unto the faid E. (in his actual possession. by them the said A. C. and D. in consideration of 5 s. a-piece by sture, &c.) and to the heirs and affigns of the faid E. for ever, All Parcels. Be, and the reversion, Ge. and also all the estate, Ge. of them the M. C. F. G. and H. his wife, D. J. and K. and every or any of , or any other person or persons in trust for them, or any of , or for their or any of their tale or ules, or, in, to or out, &... force, virtue or means, of the faid recited last will of the faid B. rased, or by any other ways or rreans, right, or title whatsoever howsoever, together with all and singular deeds, &c. To bave and Habindum. old, Se. (as usual) And, &c. (C's swarranty against himself and all persons; covenant from A. C. F. G. and D. that the faid A. C. G. and H. bis wife, and D. shall levy a fine from the widow and the, that they have not in umbered; from the beir, that be, the widow trylee, is feifed in fee; that they and the legatees have power to grant, that the vendee shall quietly enjoy; and luftly, i hat all the vendors will sturber affurance. Vide Tit. Covenants,) In Witness, &c. Perused by Mr. Mynsbull.

Release from Devisees in Trust, and a Legatee, of several Messages, mortgaged by the Testator (who devised the same to be fold for the Payment of the Mortgage Money, and the Surplus to the Legatees) to the Mortgagee, who paid the Consideration for the Equity of Redemption to the Legatees, by Direction of the Trustees.

HIS Indenture of Three parts, made, &c. Between A. of - (furviving devisee named in and by the last will and testament of B. late of, &c. deceased) of the first part, C. of -(the only brother of D. late of ---- formerly the husband of the faid B. also deceased) E. of ——— and M. his wife, —— F. of --- and N. his wife, and G. of --- and O. his wife, (which faid M. wife of the faid E. N. wife of the faid F. and O. wife of the said G: are the three daughters of the said C.) of the second part, and H. of - (the mortgagee, and now purchasor of the equity of redemption) of the third part. Whereas the said B. deceased, did make her last will and testament in writing bearing date - and did thereby, amongst several other gifts and bequests, give, devise and bequeath unto P_{\bullet} of ——— and the aforesaid A_{\bullet} (by the name of A_{\bullet} of ______ Sec. (Upon trust to sell the premisses to pay off the mortgage money, and the surplus to be put out at interest for the sole benefit of C. for life, and after his death fuch furplus to be equally divided amongst his three daughters); And the faid B. did name and appoint the faid P. and A. executors of her said will, as thereby, relation, &c. amongst other things, &c. appear: And whereas the said P. is since deceased: And whereas the faid H. hath agreed for the absolute purchase of the faid meffuages and premisses: Now this Indenture witneffeth, that for and in confideration of 5 s. of lawful, &c. to the said A. and of the fum of 13 l. 5 s. of like money to the faid C, and of the fum of 131. 5 s. of like money to the faid E. and M. his wife, and of the like fum of 131. 5 s. of, &c. to the faid F. and N. his wife, and of, &c. (the like to the faid G. and O. his wife, by the faid H. well and truly paid, by the direction of the faid A. furviving executor of the said B. as aforesaid, testified, &c. making together the sum of 53 % which, together with the fum of 52 % due and owing for principal and interest upon the indenture of demise or mortgage of the faid premisses made by the find B. deceased, makes in all the sum of 105 l. and is in full for the absolute purchase of the said messuages and premisses aforesaid, and herein after mentioned to be sold and releafed; and is also in full of and for all or any sum or sums of money, and other benefit and advantage accruing, given or payable to them the faid C. and his aforefaid three daughters, or any of them, out of, for or in respect of the said premisses, or by sale thereof, by

the faid will of the faid B. deceased, or otherwise howsoever, the receipt of which faid several and respective sums of money the said A. &c. do hereby feverally and respectively acknowledge, and thereof, &c. he the said A. in pursuance of the trust in him reposed in and by the faid will, and likewise the said C. E and M. his wife, F. and N. his wife, G. and O. his wife, Have and each of them Hath granted, &c. and by, &c. unto the said H. (in the actual possession, Ge by virtue, Ge to him thereof made by the said A. C. E. F. and G. in consideration of 5 s. a-piece, &c. by indenture tripartite, bearing date, &c and made between the faid A. of the first, the faid C. E. F. and G. of the second part, and the said H. of the third part, and by force, &c) and to the heirs and assigns of the said H. for ever, All those, &c. and the reversion, &c. and also all the esute, &c. together with all and fingular deeds, &c. To have and to bold, &c (as usual): And, &c. (Warranty from A. C. E. F. and G. and then covenants from A. for himself, his heirs and assigns, and the same for F G. and their wives, &c. that some of them is seised in see, and have power to grant; and that H. his heirs and affigns may peaceably enjoy, free from incumbrances; and that they will make further affurance, #0 course jo the purchasor.) In Witness, &c.

Release from Husband and Wife, and their Trustee, (with the Consent of the Wise's Mother) pursuant to a Settlement before Marriage, on the Husband and Wise, and for several Uses, but revocable during their joint Lives, with Liberty to mortgage or sell the Premiss with such Consent.

THIS Indenture, of Three parts made, &c. Between A. of - and D. his wife, one of the daughters of E. late of - deceased, and B. of - of the first part, F. widow and Recitals. reliet of the faid R. of the second part, and C. of ——— of the third part. Whereas by indenture tripartite, made, &c. between the said E. Of settlement and F. his wife, of the first part, the said B. of the second part, and before marriage. the said A. and D his wife of the third part, [Reciting therein, (that the premisses hereby released were conveyed to one G. (fince deceased) and faid B. in trust for faid L. and that E. by several indentures declared several trufts, with power of revocation, and that E. by indenture dated before said indenture tripartite, revoked the faid trufts, and ismited other trufts, with the like power of revocation, and to declare new trufts; and further reciting the marriage had between said A. and D.) and the said E. by said recited indenture tripartite, in pursuance of articles of agreement therein also recited, repoked the trufts declared, and declared that B. Should stand seifed in trust for E. and his assigns during his life, then for A. during his life, then for D. and his wife and her assigns for her life, and after their death, in trust for their children, &c. and that the said A. and D. during their joint

E's death

Agreement for purchase. Revocation.

Releafe.

lives might fell or mortgage the premiffes, and for that purpose should have power to revoke the trufts appointed, and limit new trufts, to that fach fale or mortgage be made during the lives and with the confest of the fail E. and F. or the survivor: And whereas the faid E. has since depasted this life: And whereas the faid C. hath agreed with the faid A. and D, his wife, for the buying and purchasing of the aforesaid -Now therefore to the intent, and for making the fale thereof accordingly, This Indenture witneffeth, that the said A. and D. his wife, by and with the consent and approbation of the said F. testified by her being a party to, and figuing and fealing these presents in the present of three witnesses indorfing their names thereon, according to the power to them referred and given, in and by the faid recited indenture as aforesaid, Do by these presents, sealed, signed and executed by them, in the presence of the three witnesses indorsing their names thereon, absolutely revoke, determine and make woid, all and every the trust and trusts declared, limited or appointed of and concerning the aforefaid ----- with the appurtenances, for the children of them the faid A. and D. his wife, and their issue, as in the said recked indenture is mentioned. And this Indenture further witneffeth, that for and in confideration of the sum of _____ of, &c. to the faid A and D. his wife, or one of them, in hand, at, &c. by the faid C. well, &c. and in confideration of 5 s. of like money, to the said B. in hand, Ge. by the faid C. likewise paid, the receipt, Ge. the said A and D. his wife, and (by their direction, consent and appointment, testified by their signing and sealing these presents) the said B. Have bargained, fold, enfeoffed, released and confirmed, and by these presents De, and each of them Doth (by and with the confent and approbation of the faid F. testified by her being a party to, and figning and sealing these presents in the presence of three witnesses thereto, and whose names are indorfed thereon) fully and absolutely bargain, &c. unso the faid C. (in the actual possession, &c. by virtue, &c.) by the said A. and B. in confideration of 5 s. a-piece, (of lawful, &c. by indenture, &c. and to the heirs and assigns of the said C. for ever, All those, &c. To have and to bold, &c. And, &c. (Covenant from A. for himself and wife, that they and faid B. will levy a fine; that they or fome them, are feifed in fee-fimple, and have power to convey; and that C. shall quietly enjoy, free from incumbrances, rents and fervices excepted. Vide tit. Covenants. And also freed, &c. (from a proportionable part of an annuity, &c. charged on the premiffes.) And loftly, that A. and D. his wife, and L. will make further affurance, to the use of the purchasor; and then a covenant from the vendor to indemnify the truffee on his joining in the fale. Vide tit. Covenants.) In Witness, &c.

ok from Husband and Wise, and the Wise's Trustee, of the Freehold Port of a Farm, and of the other Part that is Copyhold, which the Indor covenants to surrender being Part of Lands settled on the Wife life to ber separate Use, and the Remainder to whom she should apint, with Recital of such Appointment precedent to this Conveyance, to will the Parties to grant to the Purchafor.

HIS Indenture made, Gc. Between A. of ____ and B. his wife, and C. of _____ of the one part, and D. of ____ of ther part. Whereas by indenture, &c. (recital of a deed of limitation, Recitals.

by the faid C. Should fland feifed in trust for E. for life, then that limitation of the part and B. daughter of E. and now wife of A. (exclusive of trusts.) and) all the rents, &c. during ber life, or to ber appointment, &c. for went thereof to the beirs of B.) And whereas the faid B. hath Agreement absolutely to sell and convey the said premisses unto the said D. for sale. in heirs for ever, and for that purpose the said B. according to the and appointment to her in that behalf given, declared and made, Appointby the faid recited indenture, did by writing under her hand and ment, by wone, bearing date, &c. figned and sealed in the presence of three deed, vide persons, whose names are indorsed as witnesses on the back of Tit. Apmid writing, authorise, direct and appoint the said C. to pay or pointment. to be paid unto the said D. or his assigns, all the rents, Cc. of, during her life, and after her decease, in trust for the said D. his or aligns, in pursuance of the afore mentioned limitation of trust: this Indenture witneffeth, that for and in confideration of the fum - of, Gc. to the faid B. for her own separate use, in hand well Imly paid by the said D. at, Cc. and in consideration of c. of, to the said A. and C. in hand, &c. by the said D. well, &c. the μ , Uc, respectively acknowledge, Uc, the said A, and B, his wise, the faid C. by the direction and appointment of the faid B. tellified, and in pursuance of the said deed poll, under the hand and seal of hid B. alone, Have, and each of them Hath bargained, fold, alienreleased and confirmed, and by, &c. Do and each of them Deth 7, &c. unto the faid D. (in his actual possession, &c. by virtue, &c. the faid A. and B. his wife, and C. for the term, &c by indenture, l) and his heirs and affigue, All fuch part and parcel, and so much is beehold of all that the faid melluage, Ge. fituate, Ge. in the faid ated indenture mentioned then to be in the occupation of, &c. and revellion, &c. To have and to bold, &c. And, &c. (Covenant from_ that be, his wife and C. will surrender such of the premisses as are copy-; that the vendors are feifed in fee, and have power to grant; and the vender shall peaceably enjoy, such and such things being the freehold purt

part of the premisses, and such and such being the copyhold part, free from any gifts, &c. pursuant to the wills of L. M. Son of E. and L. jun. &c. and free from all incumbrances except the rents and services, &c. For surther assure to the use of the purchasor, from all the vendors, to indensify the trustee. Vide tit. Covenants.) In Witness, &c.

Release from a Husband and Wife, and her Son and Heir-apparent by a former Marriage, and a surviving Trustee of the Marriage Settlement, and Mortgages, of Lands limited by the Settlement to the separate Use of the Wife, which she mortgaged for the Advancement of her Son to two Purchasors, who discharged the Mortgages.

NHIS Indenture of three-parts made, &c. Between A. of-B. now wife of the faid A. and formerly named B. C. of widow, D. fon and heir apparent of the faid B. C. and E. of surviving trustee, named and appointed by and for the said B. C. of the first part, F. of ____ and G. of ___ (mortgagees) of the second part H. of ____ and J. of ___ (purchasors) of the third part. Whereas by indentures of leafe and releafe, bearing date, &c. made between the faid B A. (by the name of B. C. of _____ widow) of the first part, the faid A. (by the name of A. of _____) of the second part, and K. of _____ (fince deceased) and the faid E. (trustees named and appointed by and for the faid B. C. of the third part, Ge (recitals of settlement before the marriage of said A. with B. C. whereby B. C. conveyed the premisses, upon trust for her separate use for life, (notwithflanding the intended coverture), and after her decease to the appointment of her deed or will:) And whereas by indentures of leafe and release bearing date the lease on or about, &c. made between the said B. A. and the faid E. of the one part, and the faid F. and G. of the other part; and the release bearing date on, &c. and made between the faid B. A. and E. of the first part, the said D. of the second part, and the faid F. and G. of the third part, (reciting in part the faid recited indenture of release, as herein before is recited; and further reciting, that the faid B. A. had occasion to borrow 450 l. to accommodate and prefer the said D. in the world, which the said F. and G. therefore had paid and lent unto her the said E. at the request, and by the direction and appointment of the said B. A. testified by her being a party to, and signing and fealing of such last recited indenture or release) she the said B. A. hath granted, &c. (to F. and G. the premisses, to hold to them and their beirs and assigns) for security of said 450 l. and interest, under a provisor that if the faid B. A. Should pay F. and G. 472 l. 10 s. on, &c. then F. and G. would convey the premises to said E. or such person, &c. as B. A. (covert or sole) should appoint, and for want thereof to the use of B. A. her heirs and uffigns) And whereas by indorfement on the last recited indenture under the hand and seal of the said B. A. and E. (for the further advancement of her said son) had received of the said F. and G. 600 l. more, which is by the faid indorsement further charged on the premifes)

penifer) as by the faid last recited indenture, and indorsement thereon, and the said other indentures, relation, &c. And whereas the said prinsipal lums of 450 l. and 600 l. nor either of them, or any part thereof, perenot paid to the faid F. and G. on the days of payment respectively neutioned in the said proviso, contained in the last recited indenture of release, and indorsement thereon, nor at any time since, save only intepelt of the faid 450 l. And whereas the faid B. A. having received and proved the faid two feveral fums as aforefaid, and having occasion for wher money for the advancement and preferment of the said D. her win the world, hath, by and with the approbation of the faid A, come an agreement with the said H and J. for their perfect and absolute schale of the aforesaid premisses in manner following: Now this Instere witneffeth, that by virtue and in pursuance of such trust and beer aforefaid, as also of fuch agreement, and for and in confideram of the fum of 1050 l. of lawful, &c. to the said F. and G. in ad, by the said H. and J. in place or stead, and upon the request, d by the direction and appointment of the faid B. A. (testified, &c.) and truly paid, at, &r. (being in full of all principal money and well due upon the faid last in part recited indenture or mortgage and besement thereon) and for and in consideration of the sum of 50%. the money to the faid B: A. and (by and with her consent and di-**Sim**) to the said D, or one of them, in hand by the said H, and \mathcal{J} . Ga likewise paid, which together with the aforesaid sum of 1050 l. has in all the sum of 1100 h being the full sum of money agreed to paid for the above purchase of the said messuages, Gc. and for and consideration of 5 s. a-piece to the said E. A. and B. his wife, and the same fine by the said H and J. likewise paid, the receipt, &c. the faid F. and G. by and with the confent, direction and appointwe fine faid B. A. (testified, Gc.) and the said A B. A. and D. by and with as well her confent, direction and appointment, as also consent of the said B. A. and D. (testified as aforesaid) and the said Have, and each of them Hath granted, &c. and by, &c. Do, and nof them Doth fully, freely and absolutely grant, &c. by indenture write between, &c. (same parties as to the release) and to the heirs affigns of the said H and J. for ever, All that the aforesaid mese, &e. and the reversion, &e. and further also all and all manner thate, Ge. equity of redemption, claim, Ge. whatsoever in law and my, of them the faid F. and G. E. A B. A. and D. every or any them respectively, of, into, &c. To have and to hold, &c. And &c. venant from F. and G. E. A. and B. his wife, and D. for themselves erally, and faid A. for faid B bis wife, to levy a fine; from the morten and truffees, that they have not incumbered; from A. and D. join.ly Severally, that not withflunding any all of them or B. A. the field B. A. Pond G. or some of them are seifed in see simple, and have power pont; and that the vendees shall quietly enjoy, free from incumbrances; Without A. B. A. F. G. E. and D. will make turther affurance to me to the purchafors. Vid. tit. Covenant). In Witnefs, &c.

Peruled by Sir Edward Northey.

Reliafe with a Variety of Recitals as to Copybolds, &c.

Parties.

HIS Indenture quinquepartite made the eleventh day of May, in the year of our Lord 17- and in the year of the reign of our sovereign Lord George the Third, by the grace of God of Great Britain, France and Ireland, king, defender of the faith, &c. Between the right reverend father in God S. lord bishop of G. of the first part, G. G. late of K. but now of B. W. in the county of S. esquire, the eldest surviving brother and heir at law, and one of the two residuary devisees in tail named in the last will and testament of Sir T. G. late of P. in the hid county of S. knight, brewer, distiller, and wine merchant, a bankrupt, deceased, who was next brother and heir at law of H. G. late of P. aforesaid, esquire, deceased, which said H. G. was the eldest son and heir at law of T. G. late of P. aforesaid, esquire, deceased, and which faid Sir T. G. was also the eldest furviving son and heir as law of E. G. of K. aforesaid, widow, deceased, the lake wife and afterwards the selict of the faid T. G. and fole executrix of the last will and testament of T. K. late of L. merchant deceased, and which said G G, was and ther fon and one of the two reliduary legatoes, and is the only acting executor named in the last will and tellument of the faid E. G. and R. G. of T. in the parish of R. in the county of S. esq; the other of the two devices in tail named in the faid will of the faid Sir T. G. his brother, and the other of the two refidurey legatees and executors named in the will of the faid E. G. of the second part, J. G. G. of K. aforefaid, esquire, and M. his wife, late M. G. spinster, daughter of J. G. esquire, herein after named, which said M. is the devisee in fee in remainder, named in the faid will of the faid Sir T. G. of the third part; J G. of the parish of P. in the said county of S. esquire, and T. H. of P. in the faid county of S. merchant, assignees of the estate and effects of the said Sir T. G. under and by virtue of the commission of bankrupt awarded and issued against him, of the fourth part; and W.L. of P. in the said county of S. esquire, of the fifth part; Whereas by indenture of leafe and releafe bearing date respectively the thirtieth day of June, and the first day of July, in the year of our Lord 1732, and made or expressed to be made between the said Sir T. G. by his then name and description of T. G. of P. in the county of S. esquire, of the one part: W. W. and J. T. L. esquire, of the other part: the faid Sir T. G. for and in confideration of the fum of 1000 l, to him paid by the said W. W. Did give, grant, bargain, sell, alien, release and confirm divers manors, houses, farms, lands, tenements and hereditaments, situate, lying and being in, at, or near F. M. B. and P. in the faid county of S. and all other his lands, tenements and hereditaments, fituate, lying and being in the faid county of S. with the appurtenances unto and to the use of the said W. W. and his heirs, subject to a proviso in the said indenture of release contained for redemption of the pre-

Recital of indentures of leafe and releafe, and mortgage of lands to W. W.

miss by the said Sir T. G. on payment to the said W. W. of the sum of 1900 l. with interest for the same, on the first day of November then next; And subcreas by a deed poll indorfed on the faid recited indenture and of a deed of scheale, and bearing date the fifteenth day of February, 1732, the poll indersed faid Sir T. G. charged the faid manors, houles, farms, lands, tene- for making a mens, and hereditaments, with the payment of the further sum of 250 l. further with lawful interest for the same to the said W. W. in manner therein charge to with lawful interest for the said Sir T. G. on the tenth day of Norwen. W. W. persioned; And subereas the faid Sir T. G. on the tenth day of Novemby, is the year of our Lord 1733, furrendered into the hands of the and of a furand of the manor of E. in the faid county of S. certain lands and tene render of ems within the faid manor of E. formerly of N. L. and afterwards copyhold W.L. namely, the manor called L. except and referred as appears lands to E. G. she fine of N. L. and M. his wife, inrolled at the turne of H. in on condition fixteenth year of the reign of king Charles the Second, To the use to be void on the aforesaid E. G. and her heirs, according to the custom of the re-payment of mortgage manor, upon condition nevertheless, that if the said Sir T. G. his money, s, executors, and administrators paid or caused to be paid unto the A. G. her executors, administrators or affigns, the sum of - l. and of other the senth day of November then next enfuing, then the faid furrender furrenders to self be void, and also surrendered as aforesaid, one parcel of land the same uses sing eight acres, called M. in the tithing of R. To the use as and upon which, and upon the condition as aforefaid, and also surrendered as the same conditions. raid one meffuage and one yard of gavel land in L. in the tithing L to the use as aforefield, and upon condition as aforesaid; And ale furrendered as aforefaid one meffunge and one yard of gavel and one water mill, in the tithing of R. and one parcel of purdure land, containing fifteen acres, (except four closes of gavel land, ed the H. lying together, containing by ellimation forty acres, whemore or less, in the tithing aforesaid, and parcel of the premisses this then lately forrendered to 3. C. under the fine of 20 s. adling to B. hill, on the South part of the highway leading from E. to on the North part and land of S. on the East part,) To the Use as relaid, and upon condition as aforefaid; And whereas by indentures Indentures of kaie and release bearing date respectively the sixth and seventh days lease and re-December, in the faid year 1733, and made or mentioned to be made lease of furween the said Sir T. G. (then T. G esquire,) of the one part, and the ther pre-E. G. of the other part, After reciting the aforesaid several mort-mission mortgage to or surrenders, and that it was agreed by and between the said part. E. G. h that the manor, capital melfuage or tenement, tenements, lands heredicaments therein after mentioned, should be so granted and conred to the faid E G her heirs and assigns, for the further and better pring the payment of the said sum of --- 1. mentioned in the prob contained in the above recited mortgages or furrenders at the day and in the faid proviso appointed for payment thereof, he the said Sir G. in confideration of the said agreement, and the sum of 10 s. to paid by the faid E. G. conveyed the manor of W. C. with the his, members and appurtenances thereof, and the capital melfuage or percest commonly called or known by the name of W. C. and all the tenements and hereditaments whatfoever of him the faid Sir T. G. sure, lying and being in the parish of B. aforesaid, and in the tithing W. is the faid county of S or in either of them; And also all that pucel of land and coppice ground containing by estimation two acres, YOL V.

be it more or less, commonly called or known by the name of F. M.

.Indentures of lease and release of first mentioned premisses; Sir T. G. (the mortgagor) and W. W. (the mortgagee) to I. G.

And also all that one other parcel of arable or passure ground commonly called or known by the name of P. A. containing by estimation one acre, be it more or less; and all that field of anable or pasture ground commonly called or known by the name of H. M. with a coppice thereunto adjoining, containing by estimation nine acres and a half, be the same more or less; All which said lands and premisses last mentioned are situate, lying and being in the tithing of L. in the parish of B. in the county of S. aforesaid; and all commons, of pasture, and appurtenances whatsoever to the said last mentioned feveral parcels of land, hereditaments and premiffes belonging, or in any wife appertaining, unto, and to the use of the said E. G. her heirs and affigns for ever; subject nevertheless to a proviso in the said now reciting indenture of release contained, for making void the same, if the faid Sir T. G. his heirs, executors, administrators or assigns, or any of them paid or caused to be paid unto the said E G. her executors, administrators or assigns, the sum of ---- 1. of good and lawful money of Great Britain, upon the faid tenth day of November, in the year of our Lord 1734, according to and in performance of the proviso in the above recited surrenders contained; And whereas by indenture of lease and release, the lease bearing date the day before the date of the release, and the release being tripartite, bearing date the twenty-second day of August, 1737, and made or mentioned to be made between the faid W. W. of the first part; the faid Sir T. G. (then T. G. esquire,) of the second part; and the said E. G. of the third part; After reciting in part as herein before is recited, or to the like effect, and that the aforefaid principal fums of --- 1. and --- 1. making together the fum of - 1. remained then actually due, together with the fum of for the interest thereof, It was witnessed, that in consideration of the sum of — I. paid to the said W. W. by the said E G. (by the direction of the faid Sir T. G. tellified as therein mentioned) and for other the confiderations in the faid indenture of release tripartite expressed, he the said W. I.'. by the direction of the said Sir T. G. and also the said Sir T. G. Did grant, bargain, sell, release and confirm unto the faid E. G. All the aforefaid manors, houses, farms, lands, tenements, hereditaments and premiffes, which, by the faid recited indentures of leafe and releafe of the thirtieth of Tune and the first of July, 1732, were conveyed to him the faid IV. IV. as aforefaid, To hold the fame unto and to the use of the said E G, her heirs and ashgus for ever; subject nevertheless to a proviso or covenant in the said indenture of release tripartite contained, for redemption of the said premisses by the faid Sir T. G. his executors, administrators or assigns, on payment of the fum of -- L at the days and times, and in the manner therein mentioned; And whereas by indentures of leafe and release bearing date respectively the twenty third and twenty fourth days of August, in the year of our Lord 1737, and made or mentioned to be made between the faid Sir T. G. then T G esquire, of the one part, and the said E. G. of the other part, Reciting in part as hereinbefore is recited, or to the like effect, and that there was then due to the faid E. G. upon ' the before recited mortgage, furrenders, and indentures of leafe and release of the fixth and seventh days of Dicember, 17,3, for principal money and interest, the sum of -- /. and that the said Sir T. G. har-

Indeptures of leafe and release and mortgage to EG (the last mentioned mortgagee) for a further fum advanced,

ing occasion to borrow the further sum of ---l the said E. G. had agreed to advance and lend him the same at interest, It was witnessed, that as well for the better fecuring the faid fum of ----- 1. being the con-Eleration of the aforesaid indenture of release of the twenty second day at the then instant August, and for the further and better securing the find sum of --- 1. and for and in consideration of the surther sum of - I to the said Sir T. G. in hand paid by the said E. G. He the Sir T. G. Did grant, bargain, fell, release, ratify and confirm unto te faid E. G. All those the aforesaid parcels of land and ground comwelly called or known by the names of F. M. S. A. and H. M. with to coppice thereunto adjoining, and the barn thereupon lately erected id built, and all the aforefaid manor, capital messuage, lands, tenehests and hereditaments which are mentioned and comprised in the said sited indentures of leafe and releafe of the fixth and feventh days of beember, 1723, and also several messuages, lands, tenements and seditaments of the faid Sir T. G. in the parishes of P. and P. in the and of P. in the county of S. with their appurtenances, To bold the e unto and to the use of the said E. G. her heirs and assigns for ever, de acvertheless to a proviso or condition in the said indenture confeed, for the redemption of the premisses by the said Sir T. G. his tentors, administrators or assigns, on payment by him or them unto fid E. G. her executors, administrators or assigns, of the sum of -L on the days and times therein limited and appointed for paythe thereof; And whereas by indentures of lease and release, the bearing date the day next before the day of the date of the release, and of lease the said release being quadripartite, and bearing date the twenty search day of the said month of September, 1737, and made or men recovery by the to be made between the said Sir T. G. (then T. G. esquire,) of which further shift part; the faid E. G. of the second part; A. P. gentleman, of estates were ethird part; and J. W. gentleman of the fourth part; and a com-conveyed for recovery suffered and perfected in Michaelmas term, in the eleventh securing the tar of the reign of his late majesty king George the Second, several fum mensuages, houses, mills, lands, tenements and hereditaments, situate recited deck g and being in the island of P. and the said county of S with their intenances, were conveyed and affured to the use of the said $m{E}$ $m{G}$. heirs and affigus, until payment should be made of the principal sum -- l. and secured by the said indenture of release of the twenty with day of August, 1737, and the interest due and to grow due for indentification k same, and after payment and satisfaction thereof, to the use of the lease, release id Sir T. G. his heirs and affigns for ever; And whereas by indentures and mortgage lease and release bearing date respectively the fifth and fixth days of of before-mentioned armber, in the year of our Lord 1729, and made or mentioned to be estates to ade between the faid Sir T. G. (then T. G efquire,) of the one part; G. G. and nd the said G. G. and R. G. of the other part; the said Sir T. G. R. G. for seconfideration of the sum of --- 1. to him paid by the said G G. curing surther nd R. G. Did grant, bargain, fell, release, ratify and confirm unto sum of money le faid G. G. and R. G. All the faid manor, melfunges, houses, lands, advanced. Enements and hereditaments in the faid recited indentures of leafe and Reale of the twenty-third and twenty-fourth days of August, and of twenty first and twenty-second days of September, 1737, respectivecomprised, with their appurtenances, To hold the same unto and to the use of the said &. G. and R. G. their hours and affigure for ever,

Subject

Recital that E. G. is dead, having made and published her will.

Will recited.

Will proved by one executor.

The executors became intitled to the mortgage money;

but the effate mortgaged descended to V. G. (the mortgager) her eldest son and heir in trust for her executors.

Indentures of leafe, releafe and mortgage to one of the faid executors for fecuring a further fum advanced by them. Salled to a provide or condition therein contained for redemption of the be diproved has by the field per $T_i(G)$ bis helps, executors and administrators, on payment by him or them unto the field G. G. and R. G. their executors, administrators or alligns, of the sum of --- ! at the time therein mentioned, and now long time palt; And whereas the faid E. G. departed this life in or about the month of April, in the year of our Lord 1750, having made and published her last will and testament in writing, bearing date on or about the eleventh day of May, 1747, and thereby after giving several specific and pecuniary legacies, and an annuity of 101. a year to her fervant M. W. for her life, gave and bequeathed all her ready money, goods, chattels, rights, credits and personal estate whatfoever, (after payment of her debts, funeral expences and legacies, and the faid annuity), unto her sons the said G. G. and N. G. to be equally shared and divided between them share and share alike; and appointed the faid G. G. and N. G. joint executors of her faid will; and the faid G. G. on or about the eleventh day of May, in the faid year 1750, alone, proved her faid will in the prerogative court of the archbishop of C. whereby the said G. G. and N. G. became intitled to the faid fum of --- l. due and owing to the faid E. G. at the time of her death, and to all interest then due and thereafter to become due for the fame, but her legal cliate of and in the faid manors, messuages, houses, mills, lands and hereditaments, conveyed by the faid Sir T. G. to the faid E. G. by way of mortgage as aforefaid, did not pass by her said will, but on her death descended to the said Sir T. G. the mortgages, her eldest son and heir at law, who thereby became seised thereof, In Trys for the faid G. G. and N. G. until payment of all principal money and interest due and secured by the said several recited mortgages made to her by the faid Sir T. G. and after payment thereof, and in the mean time subject thereto for his own use and benefit; And whereas by indentures of leafe and releafe bearing date respectively the twenty third and twenty-fourth days of January, in the year of our Lord 1750, and made or mentioned to be made between the faid Sir T. G. of the one part, and the faid G. G of the other part, After reciting the aforefaid indentures of leafe and releafe of the twenty-third and twenty-found days of August, 1737, for securing so the said E. G. (then deceased) the faid principal fum of - I and that all interest due on the said fecurity was paid to the day of the date of the now reciting indenture of reseafe, but that the faid principal fum of --- 1, then remained doc thereon, and was psyable to the faid G G as the acting executor of the faid F. G. It was witneffed that for and in confideration of the further fum of -- I to the faid Sir T. G. in hand paid by the faid G. G. Ca. the faid Sir T G did for himself, his heirs, executors and administrators covenant and agree to and with the faid G. G. his executors, adminifirators and alligns, that All the manors, meffunges, lands, tenements and hereditaments whatsoever of him the said Sir T G in the several counties of S. and S. in morrgage as aforefaid; and all and every the fecurity and fecurities whatloever by him the faid T. G. made, executed or given to the faid E. G. for any fum or fums of money, should stand and he a fecurity for payment of the faid fum of -- I, then lent, with interest for the same as therein after is mentioned, as well as for the said fum of --- 1. To due and owing as aforefard from him the faid Sir T.G. and that all the faid manors, melfunges, lands, tenements and hereditaments,

timents, with their appurtenances, of him the faid Sir T. G. in mortgage as aforesaid, should stand charged with, and be liable and subject to, the payment thereof, and should not be redeemed or redeemable until the payment of the faid sum of ____ /, then last as aforesaid advanced, with interest for the same, as therein after is mentioned, as well as of the faid fum of --- 1. So due and owing as aforesaid; and for the further and more effectual fecuring the re-payment of the said fums of -1 and -- 1. and for the confiderations in the faid now reciting denture of release expressed, he the said Sir T. G. did grant, harin, fell, alien, release and confirm unto the said G. G. several messues, lands, tenements and hereditaments in the faid island of P. with repourtenances, To bold the same unto and to the use of the said and his heirs, Subjett to a provise or condition for redemption of premisses on payment by the said Sir T. G. his heirs, executors, or administrators, unto the said G. G. his executors, administrators or stigms, of the sum of - l with interest for the same, after the rate of 4 L per centum per annum, at the time therein mentioned, and now lengtinee past; And whereas a commission of bankrupt bearing date the That a comfrenth day of December, in the year of our Lord 17- was awarded mission of and issued against the said Sir T. G. directed to J. M. esq. T. W. T bankruptcy B. and W. B. gentlemen, and W. G. efquire, impowering them or iffued against say four or three of them, whereof the faid J. M. or G. W. to be the mortgaone, to execute the same; and the said Sir T. G. was thereupon duly gor. and and declared a bankrupt: And whereas, at a meeting of the cre-Choice of affitors who had proved their debts under the faid commission on the 5th fignees. by of January, in the year of our Lord 17- pursuant to notice for that purpose given in the London Ganotte, the aforesaid J. G. and G. Q. were duly chosen assignees of the estate and essects of the said Sir 7. G. Assignment dad by indenture of bargain and fale duly inrolled in his majesty's court of the bankof common pleas at Westminster, bearing date the 25th day of March in rupt's effects. the year of our Lord 17-, and made or mentioned to be made between he said 7. M. T. W. T. B. and W. B. of the one part; and the said J. G. and T. H. H. of the other part, the faid commissioners (parties to the faid now reciting indentures,) in further execution of the faid commission, and by force and virtue thereof, and of the statutes therein mentioned, and for and in confideration of the sum of 5s. to them the and commissioners paid by the said J. G. and T. H. H. did as (much as in them the said commissioners lay, and they lawfully could or might) order, bargain and sell unto the said J. G. and T. H. H. their heirs and assigns, together with all other the manors, messuages, lands, tenements and hereditaments of the faid Sir T. G. All that cultomary freehold, copyfield or customary manor or lordship of L. in the said county of S. with all and every its rights, members and appurtenances, And also all the capital meffuage with the lands thereunto belonging, fituwe within the faid manor of L. and being part and parcel thereof then in thesenure or occupation of W. A. or his undertenants, And alfo all that other melluage and lands fituate, lying and being within the faid manor of L. and being part or parcel of the faid manor then in the tesue or occupation of J. K. or his undertenants, And also all that piece * parcel of land, lituate, lying and being within the faid manor of L. ring part or parcel thereof, then or then late in the possession of W.F. whis undertenants, And all the effate, right, title, interest, term of years

years to come and unexpired, use, trust, property, possession, benefit, equity of redemption, claim and demand whatsoever, which he the said

Indentures of leafe, releafe, and affignment of one of the former martgages in mortgage for fecuring one who advanced the money due theroon.

Sir T. G. at the time of his becoming a bankrupt as aforefaid had, of, in and to all and fingular the faid feveral manors, meffuages, farms, lands, hereditaments and premisses therein before mentioned, and thereby ordered, bargained, fold or mentioned, or intended so to be, with their and every of their appurtenancss, To bold the same unto the faid. J. G. and T. H. H. their heirs, executors, administrators and affigues according to the said Sir T. G's right and interest therein, subject to for mortgage or mortgages, or other charges and incumbrances as the Lan were legally charged with and liable to; In Truft, nevertheless for t benefit and advantage of them the faid J. G. and T. H. H. and all t other creditors of the said Sir T. H. who then had come in and sour relief, or should thereafter in due time come in and seek relief by virt of the said commission, and as to the overplus if any should be asset payment and fatisfaction of all, and every such debt or debts as show or might be proved under the faid commission, In Trust for the faid & T. G. his heirs, executors, administrators and assigns, according to the said statutes, and the true intent and meaning thereof, And whereas indentures of leafe and releafe bearing date respectively the 17th a 18th days of January, in the year of our Lord 17-, and made mentioned to be made, between the faid G. G. and R. G. of the o part, and the said W. W. of B. of the other part, reciting in part herein before is recited, or to the like effect, and that the sum - pounds being one moiety of the said sum of herein mentioned to have been advanced and lent to the faid Sir 7. 6 by the said G. G. upon the execution of the said recited indenture lease and release of the 23d and 24th days of January 1750, was the proper money of the faid R G. and the name of the faid G G. mad use of in the said indentures of lease and release, In Trust, as to or moiety of the principal monies thereby fecured, and the interest to be come due thereon for the faid R. G. And also reciting that there was the due and owing to the faid G. G. and R. G. upon the faid therein an herein recited securities, the said several principal sums of pounds and pounds, making together the principal sum - pounds with a large arrear of interest, they the said G. G. and R. G. in confideration of the fum of - pounds paid to them by the faid W. W. of B did grant, bargain, fell, alien, release and con firm unto the said W. W of B. among divers other manors, messuages lands, tenements and hereditaments therein particularly mentioned an described,) All that the said parcel of land and ground called F. M. P. A. and H. M. with the coppice thereunto adjoining in the tything of L. in the parish of E aforefaid, and all other the manors, meffuages, lands, tenements and hereditaments whatfoever, which by the faid recited indentures of leafe and releafe of the 6th and 7th days of December, 1733, were granted, released or conveyed in mortgage by the said Sir T. G. (then T. G. esq.) unto the said W. W. with their appurtenances, and all the estate, right, title, interest, property, benefit, claim and demand whatsoever of them the said G. G. and R. G. or either of them, of, in, to or out of the faid manors, meffuages, lands, tenements, hereditaments and premisses, and every or any of them, and every of any part thereof, To bold, the same unto and to the use of the said W.

W. of B. his heirs and affigns for ever, Subject nevertheless to such equity of redemption on payment of the faid principal fum of and all the interest then due and thereafter to become or grow due for the same, as the said Sir T. G his heirs or assigns had therein, and Sub**pel also** to the proviso or condition and agreement therein and hereinaster mentioned; and for the confideration aforefaid, the faid G. G. and R. G. distangain, fell, assign, transfer and set over unto the said W. W. of B. his executors, administrators and assigns, the said several principal sums of pounds and - pounds making together the faid fum of pounds, together with all interest then or thereaster to become w grow due, or owing for the faid principal fums respectively, To hold, borive and take the faid furns of ----- pounds, and -king together the fum of ——— pounds and all interest then due and bereafter to grow due for the same unto the said W. W. of B. his exemors, administrators and assigns, to and for his and their own use and eft, but subject to the proviso or agreement therein and hereinaster agreed, that is to fay, *Provided always*, and it was thereby declared agreed, that if the faid G. G. and R. G. or either of them paid or sed to be paid unto the said W. W. of B. his executors, adminimore or assigns, the sum of ----- pounds together with interest for fame, after the rate of 5 l. for every 100 l. for a year, on the 18th of July next ensuing the date thereof, then and in such case the said W. of B. his heirs, executors, administrators or assigns, should and ald at the request, costs, and charges of the said G. G. and R. G. If the person or persons so making payment of the said sum of ads, with such interest as aforesaid, convey, assign and assure all the manors, messuages, mills, lands, tenements and hereditaments, their appurtenances, and the faid several principal sums of _____ and and _____ pounds, and the interest thereof, and other the preas thereby assigned unto and to the use of the said G. G. and R. G. to fach other person or persons, as he or they respectively should direct Recital of a proint, And whereas, by a deed poll or instrument in writing indorf. Recital of a deed poll or instrument in writing indorf. spoint, And whereas, by a deed post or intrument in writing industrial deed-poll on the faid last recited indenture of release, and bearing even date inderfed on newith, after reciting that by a certain indenture of assignment bear-last recited even date with the said last recited indenture of release, and made indenture, ween the same parties as were parties to the said last recited indenture reciting that release the said G. G. and R. G. had granted, assigned, transferred a mortgage Release the said G. G. and R. G. may granted, amgreed, transaction of the pre-let over unto the said W. W. of B, the manors or lordships of R. C. of other pre-misses had R. B. with the appurtenances in the county of S. and divers messure been made , lands, tenements, rents and hereditaments in the parish of T. and in aid of said whe said county of S. for all the rest and residue then to come and last mortexpired of two several terms of five hundred years and fix hundred gaged pres, for better securing to the said W. W. of B. his executors, ad-misses and intrators and affigns, the faid fum of _____pounds, and interest ac mortgage money, at Ming to the proviso or agreement in the said last recited indenture of money, and descentianed, and that the sum of — pounds, part of the sum trust of part — pounds, advanced and lent by the said W. W. of B. unto the of said mo-G. G. and R. G. was the proper money of the faid S. lord bishop ney now ad-G. and the name of the said W. W. of B. made use of in the said vanced for he recited indenture of release and in the said last mentioned assign the said lord bishop and bishop and bishop and bishop and pounds, assigning part and all interest thereafter to become or grow due in respect thereof, In of faid mort-

Truff gage to the faid lord bi-

Shop.

And indenture charging faid mortgaged premiffes in the hands f mortgagees with a wanced by the

Death of Sir T. C. the bankrupt. Having first made and published his will duly attested.

Proof of will.

Admittance of the affiguees to copyhold and cunomary eftates of the bankrupt.

Recital of fale of the witness, monies, Ge-

Trys for the said lord bishop, he the faid W. W. of B. did assign, transfer and fet over unto the said S. lord bishop of G. the sum of -- pounds, part of the faid fum of — --- pounds, so secured to him the said W. W. of B. upon and by the said last recited indenture of release and the indenture of affigument therein and hereinbefore mentioned, and all interest which should accrue and become due and payable for and in respect of the said sum of thereby affigned, And enbereus by indenture bearing date the 19th day of February in the faid year 1766, and made or mentioned to be made between the said G. G. and R. G. of the one part, and the said S. lord bishop of G. of the other part, they the said G. G. and R. G. for the confiderations therein mentioned, charged the Lid mafurther fum ad- nors, messuages, lands, tenements, rents and hereditaments, sum and fums of money to granted and released, bargained, fold, and assigned faid lord bishop, to the said W. W. of B. his heirs, executors and administrators refpectively as aforesaid, with the payment unto the said S. lord bishop of G. his executors, administrators and affigns of the further sum of - pounds, with lawful interest for the same on a day tod time mentioned and appointed for the payment thereof, And whereas, the said Sir T. G. departed this life in or about the month of Obober, in the faid year 1766, having made, figned and published his last will and testament in writing, in the presence of, and which was duly astested by three credible witnesses in his presence, bearing date the 20th day of Odober 1765, and thereby, after charging all Inch lands. tenements and hereditaments, goods, chattels and effects as should remain after payment of his debts, incumbrances and expences attending the aforefaid commission, and all his estate, interest, claim and demand therein, with the payment of all his debts contracted after the date, and fuing out of the faid commission, and the payment of the several pecuniary legacies and annuities hereinafter given, gave, devised and bequeathed all the rest, residue and remainder of his estate and effects real and personal, of what nature or kind soever the same might be, un o his two brothers the faid G. G. and R. G. their heirs, executors, administrators and assigns, but in case either of his said brothers should happen to depart this life without leaving heirs of his body, then he gave the share of such brother, so dying, of and in his real eltates, unto the other, and the heirs of his body, and in case both brothers should happen to die without leaving heirs of their bodies, then he gave the whole of such real estates unto the said M. now the wife of the Taid T. G. (then M. G. spiniter) daughter of the fail J. G. and her heirs for ever, which faid will hath been fince duly proved in the prerogative court of the archbishop of C. by the said J. G. one of the executors named therein; And whereas, at a court held the 30th day of September in the year of our Lord 17-, in and for the laid manor of E. the faid J. G. and T. H. H. were admitted to All the aforesaid copyhold or cultomary manor, melluages, mill, lands, tenoments and premisses, situate, lying and being in the tything of R. in L. within the said manor of E. To held to them and their heirs, according to the custom of the faid manor, faving the right of the representatives of E. R. widow, in the premisses, by virtue of a mortgage, And whereas the estates of the late Sir T. G. at B. and B. in the full parishes of S. and M. in the and payment of faid county of S. have been fold, and the monies arising from the fals of

the faid estates at B. and M. were paid to the said J. G. and T. H. H. at the request and by the consent and direction of the said G. G. and R. G. and with the privity and approbation of the faid W. W. of B. and S. lord bishop of G. In Trust, for themselves and the other creditors of the faid Sir T. G. who had or should come in and seek relief under the said commission, and the sum of ----- pounds, part of the purchase money for the estates at B. was paid to the said S. lord bishop of G. in sull, for all principal monies and interest due and owing to him on or by virtue of the several herein-before recited securities, And subercas, the said Recital of con-W. L. sometime since contracted and agreed with the said J. G. and T. tract from sale H.H. for the purchase of the faid manor of L. and all the said messuages, of part of the hads, tenements and hereditaments whatsoever, late of him the said premisses. Fir T. G. as well freehold as copyhold, situate, lying and being within the tythings of L and R. aforesaid or one of them, or within the said marish of E. for the price or sum of ----- hundred pounds, And and that whereas, there now remains due and owing to the faid W. W. of B. by pounds due to virtue of the several herein before recited securities, for principal money W. W. ad interest, the sum of _____ pounds, and no more, And there is And large sum No a large fum not yet liquidated, due and owing to the faid G. G. and not liquidated . G. by virtue of the several hereinbefore recited securities for principal due to G. G. money, interest and costs over and above, exclusive of the said sum of and R. G. - pounds, now remaining due and owing to the faid W. W. of 8. as aforelaid, And whereas, the faid J. G. and T. H. H in pursuance Recital of forand performance of the faid agreement, at a court held in and for the render of copyad manor of E. on the 3d day of April last, surrendered all the said co-hold premisses shold or customary, messuages, mill, lands, tenements, and premisses to W. L. the in their appurtenances, to the said W. L. and his heirs, and the said purchaser. I. L. was at the same court admitted there, To bold the same to him And his admisnd his heirs, according to the cultom of the faid manor, faving the right flox. the representatives of E. R. widow in the premisses by virtue of a corregage, Now this Indenture witneffeth, that in confideration of the Habendum. remisses and for and in consideration of the sum of ---- pounds, of Confideration. wish money of Great Britain, by the said W. L. with the privity and apobation of the faid S. lord bishop of G. and the order and direction of the faid G. G. and R. G. and with the confent and approbation of the id J. G. T. H. H. T. G. (party hereto) and M. his wife (tellified by sheir being respectively parties to and executing these presents) well and muly paid to the faid W. W. of B. at or immediately before the execution before full fatisfaction and discharge of all principal money and interest For remaining due and owing to him the faid W. W, of B, on or by situe of the hereinbefore recited securities, or any of them, the payment and receipt of which faid fum of - pounds, he the faid W. W. of B. doth hereby acknowledge, and thereof, and of and from the fame, and every part thereof, doth by these presents acquit, release and for ever discharge the said W. L. his heirs, executors, administraters and affigns, and also for and in consideration of the sum of -pounds, of like money to the faid G. C. and R. G. with the privity, confem and approbation of the said W. W. of B S. lord bishop of G. J. G. T. H. H. T. G. (party hereto) and M. his wife, (tellified in manner aforesaid), well and truly paid by the said W. L. at or immediately before the fealing and delivery of these presents in part payment and dilcharge of the monies to remaining due and owing to the faid G. G. and

R. G. for principal money, interest and costs, by virtue of the said several recited securities as aforesaid, the payment and receipt of which said - pounds, so paid by the said W. L. to the said W. W. of B. as aforefaid, the fum of -— pounds, so agreed to be paid by the faid W. L. for the purchase as well of the faid lands, tenements and hereditaments hereafter released, as of the said copyhold or customary manor, messuages, lands, tenements and premisses to which the said W. L. hath been so admitted as aforesaid, they the said G. G. and R. G. do hereby acknowledge, and thereof, and of and from the fame and every part thereof, Do and each of them doth by these presents, for ever acquit, release and discharge the said W. L. his heirs, executors, administrators and assigns, and likewise for and in consideration of the fum of ten shillings a piece of such lawful money as aforesaid, to them the faid J. G. T. H. W. W. of B. T. G. (party hereto,) and M. his wife in hand at or immediately before the fealing and delivery of these presents, well and truly paid by the said W. L, the receipts whereof are hereby acknowledged, they the faid 7. G. and T. H.H. with the consent, and by order and direction of the said W. W. of B. S. lord bishop of G. G. G. R. G. T. G. (party hereto,) and M. his wife, and also the said W. W. of B. and S. Sord bishop of G. by the order and direction of the faid G. G. and R. G. testified in manner aforesaid and likewise the said G. G. R. G. T. G. party bereto and M. his wife, Have, and each and every of them Hath according to their several and respective estates, rights and interests, in and to the premisses, and as far as they severally may or can, bargained, sold, asfigned, aliened, remised, released, for ever quit-claimed, ratified and confirmed, and by these presents Do, and each and every of them Doth, according to such their several and respective estates, rights and interests as aforesaid, and as far as in them severally lies, bargain, sell, assign, alien, remise, release, for ever quit claim, ratify and confirm unto the said W. L. in his actual possession now being by virtue of a bargain and sale to him thereof made by the said J. G. T. H. W. W. of B. S. lord bishop of G. G. G. R. G. J. G. (party hereto) and M. his wife in confideration of 5. by indenture bearing date the day next before the day of the date hereof, scaled and executed before the fealing and execution of these presents for term of one whole year, commencing from the day next before the day of the date of the faid indenture of bargain and fale, and by force and virtue of the statute made for transferring of uses into possession,) and his heirs, All and every the lands, tenements and hereditaments whatfoever, which is or are freehold, situate, lying and being in the townships, villages, hamlets or tythings of L. and R. and parish of E. aforesaid, or any of them in the faid county of S. whereof or wherein the faid T. G. deceased, Sir T. G. and E. G or any of them, were or was seised or had, or were, or was intitled to any estate of freehold or inheritance and which were the estate of the said Sir T. G at the time of his becoming bankrupt as aforefaid, and All ways, water-courses, common of palture, rights, liberties, privileges and appurtenances whatsoever, to the said lands, tenements and hereditaments hereby released or mentioned, or intended so to be, belonging, or in any wife appetraining, or therewith, or with any of them usually held, occupied or enjoyed, and the reversion and reversions, remainder and remainders, rents,

ns, ifices and profits of all and fingular the faid lands, tenements, inditaments and premiffes hereby released or mentioned, and intended mbe, with their and every of their appurtenances, and all the estate, title, interest, use, trust, possession, property, claim and demand the contract of them the said J. G. T. H. H. W. of B. S. lord bishop of G. G. R. G. T. G (party hereto) and in wife and each and every of them, of, in, to and out of the fame b, tenements, hereditaments and premisses, and every or any part ms thereof, and all fuch deeds, writings, evidences, escripts, and ments what soever, which solely relate to or concern the said hereneuts and premisses hereby released or intended so to be or any thereof, and not to any other meffuages, lands, tenements or hedements, and the true attefted copies of all such other deeds, writevidences, escripts and muniments whatsoever, which relate to scern the faid hereditaments and premisses intended to be hereby led, or any part thereof, jointly with other messuages, lands, tesats or hereditaments as they the faid J. G. T. H. H. of W. B. S. lord bishop of G. G. R. G. T. G. (party hereto,) and is wife, have or hath in their or any of their hands, cultody or w, or, which they or any of them can or may come by without fuit , or in equity; fuch copies to be made, written and attested at expence of them the faid J. G. and T. H. H. as affignees of the and effects of the faid Sir T. G. the bankrupt deceased, To have Haber bold, all and fingular the said lands, tenements, hereditaments premisses hereby released or mentioned, and intended so to be, and part or parcel thereof, with their and every of their appurtenances Tthe said W. L his heirs and assigns, to the only proper use and beof the said W. L. his heirs and assigns for evermore, And this In- Release of the e also witnesseth, that for the considerations aforesaid, they the right, title, &c, J.G. T H. H. W. W. of B. S. lord bishop of G. G. G. R. G. of the affiguees, (party hereto,) and M. his wife have, and each and every of mortgagees, &c hath remised, released and for ever quitted claim, and by these ems do, and each and every of them doth remise, release and for quit claim unto the faid W. L. and his heirs, all the right, title, $oldsymbol{x}$, claim and demand whatfoever, of them the said $oldsymbol{\mathcal{J}}$. $oldsymbol{G}$. $oldsymbol{T}$. $oldsymbol{H}$. W. of B. S. lord bishop of G. G. G. R. G. T. G. (party hereto) M. his wife and each and every of them, in, to or out of the faid hold, manor, melfuages, lands, tenements and premisses, situate, and being in the tythings of L. and R. aforesaid, or one of them, within the said parish of E. to which the said W. L. hath been so Several cove-lated as aforesaid, and every or any of them, and every or any part nants from the thereof, with their and every of their appurtenances, And the mortgagees that W. W of B. and S. lord bishop of G. do hereby for themselves, they have not fally and not jointly or the one for the other of them, and for the incumbered the s, executors and administrators, acts or deeds of the other of said freehold b, but each of them for himself, and for his own several and respectively. e heirs, executors, administrators, acts and deeds only covenant, nice and agree to and with the faid W. L. his heirs and affigns, they the faid W. W of B. and S. lord bishop of G. or either of them sor and hath not at any time heretofore made, done, committed secuted. or wittingly or willingly permitted or fuffered any act, , matter or thing whatsoever, (save and except such as are herein-

Covenant from the allignees, W1.

That they have done no ast to incumber faid pyhold premiffee

Murance.

before mentioned and regited), whereby or wherewith, or by realon or means whereof the faid lands, tenements, hereditaments and premifes hereby released or mentioned, or intended so to be, or any of them, or the faid copyhold, manor, messuages, lands, tenements, and premises to which the said W. L. hath been so admitted as aforesaid, or any of them are or is, or may, can or shall be any ways impeached, charged, affected or incumbered in title, charge, estate or otherwise howform, And the said J. G. for himself, his heirs, executors and administrators, and the said T. H. H. for himself, his heirs, executors and administrators, and the said G. G. for himself, his heirs, executors and administrators, and the said R. G. for himself, his heirs, executors and administrators, and the said T. G. party hereto for himself and the faid M. his wife, and for his and their heirs, executors and adminiftrators, do severally and not jointly or the one for the other or others of them, or for the acts, deeds, defaults, heirs, executors or administrators of the other or others of them, but each of them for himself, and for his and her own acts, deeds, defaults, heirs, executors and administrators only, covenant, promise, grant and agree to and with the faid W. L. his heirs and alligns, by these presents in manner fallowing, that is to say, that they they said J. G. T. H. H. G. G. R. R. G. (party hereto) and M. his wife or any of them, have not, and freehold and co- hath not at any time or times heretofore made, done, committed or executed, or wittingly or willingly permitted or suffered any act, deal, matter, or thing whatfoever, (fave and except fuch as are hereinbefore mentioned and recited,) whereby or wherewith, or by reason or measure whereof the faid lands, tenements, hereditaments and premisses hereby released, or mentioned, or intended so to be, or any of them, or the faid copyhold manors, meffuages, lands, tenements and premiffes to And for further which the faid W. L. hath been so admitted as aforesaid, or any of them are or is, or may, can or shall be any ways impeached, charged, at fected or incumbered in title, charge, estate or otherwise howsore, And further that they the said J. G. T. H. H. G. G. R. G. T. G. and M his wife, and their heirs, and all and every other person and persons whatsoever, having or lawfully or equitably claiming or to claim any estate, right, title or interest, of, in or to the said freehold and copyhold manor, meffuages, lands, tenements, hereditaments, and premisses or any of them, or any part or parts thereof, by, from, under or in trult for them, or any of them, shall and will from time to time, and at all times within the term of twenty years next enfuing the date hereof, upon the reasonable request, and at the proper costs and charges in the law of the said W. L. his heirs or assigns, make, do, acknowledge, levy, suffer and execuse, or cause and procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable act and acts, deed and deeds, thing and things, devices, conveyances and affurances in the law whatfoever, for the further and better, more perfest and absolute surrendering and affuring the faid freehold and copyhold manor, meffuzges, lands, tenements, hereditaments and premisses, and every or any of them, with their appurtenances, unto and to the use of the faid W. L his heirs and affigns, according to the true intent and meaning of these presents, and the aforefaid furrender of the 3d day of April last, as by the faid W. L. his heirs or affigns, or his, or their counsel in the law shall be lawfully

fully and reasonably devised or advised and required, so as such suraffarances contain in them no further or other warranty, or covethan against the person or persons who shall make or do the same, his, her or their own heirs, acts and deeds only, and so as the or parties who shall be requested to make such further assurances se compelled or compellable, for making or doing thereof, to go gel from his, her or their respective dwellings or places of abode, the faid G G, and R. G. do hereby for themselves, their Covenant from executors, administrators and assigns, covenant, promise and the devisees to to and with the said W. L. his heirs and assigns, that they the produce title G. G. and R. G. or one of them, their or one of their heirs or deeds. the shall and will at any time or times hereafter, within the space gy years next enfuing the date hereof, (in case the several deeds maker mentioned shall then be in their custody, possession or power, me and in right of the faid several recited mortgage, securities or sof them, or of the refiduary devifee in the faid recited will of aid Sir T. G. deceased, and unless hindered or prevented by fire, her inevitable accident,) produce and shew forth, or cause to be seed and shewn forth unto the said W. L. his heirs and assigns, or s, or their agents or counsel, or at any trial or hearing in any has law or equity, or elsewhere, as occasion shall be and require, idrecited indentures of leafe and releafe, bearing date respectively soth day of June, and the 1st day of July, which were in the of our Lord 1732, and made between the faid Sir T. G. ded, (then T. G. etq.) of the one part, and the said W. W. of the part, together with the said recited deed poll indorfed on the release, the said recited indentures of lease and release, bearing respectively the 6th and 7th days of December, in the year of our 1733, and made or mentioned to be made between the faid Sir deceased, (then T. G. esq;) of the one part, and the said E. the other part, the said recited industries of lease and release, adate respectively the 2 self and 22d days of August 1737, the rebeing tripartite and made or mentioned to be made, between the W. W. of the first part, the said Sir T. G. deceased, (then T. G. of the second part, and the said E. G. of the third part, the said ed indentures of leafe and releafe, bearing date respectively the and 24th days of August, in the year of our Lord 1737, and made entioned to be made, between the said Sir T G. (then T. G. esq;) sone part, and the faid E, G. deceased, of the other part, the said ed indensures of leafe and releafe, bearing date respectively the 5th 6th days of December, in the year of our Lord 1739, and made or **soned** to be made, between the faid $Sir \mathcal{T}$, G, (then \mathcal{T} , G, efq;) of the part, and the faid G. G. and R. G. of the other part, the faid recited nures of leafe and releafe, bearing date respectively the 23st and days of January, in the year of our Lord 17:0, and made or tioned to be made, between the faid Sir J. G. of the one part, and aid T. G. of the other part, the faid recited indenture of bargain the inrolled bearing date the 25th day of March, in the year of our 1765, and made or mentioned to be made, between the faid 7. T. W. T. B. and W. B. of the one part, and the faid J G. and T. M, of the other part, the faid recited indentures of leafe and releafe, ing date inspectively the 17th and 15th days of Junuary, in the 1 car

year of our Lord 1766, and made or mentioned to be made, between said G. G. and R. G. of the one part and the said W. W. of B. of the other part, together with the said recited deed poll indorsed on the said last mentioned indenture of release, and the said recited indenture bearing date the 10th day of February, in the year of our Lord 1766, and made or mentioned to be made, between the said G. G. and R. G. of the one part, and the said S. lord bishop of G. of the other part, or any of them, for the better evidencing, proving, maintaining and defending the right and title of him the said W. L. his heirs and assigns, in, and to the said premisses hereby released or mentioned, or intended so to be released unto and to the use of him and his heirs as aforesaid, In Winese whereof the parties sirst above-named, have to these presents interchangeably set their hands and seals the day and year sirst above written.

Release from the Releasors in the preceding Conveyance to the Trusta therein named, declaring the Purchase made in Trust for him.

Recital of preceding conveyance.

Declaration of truft.

HIS Indenture, made, &c. Between H. of -- of the one part, and E. of - of the other part. Whereas by lease and release tripartite, Gc. (Recital of the last conveyance) relation, &c. Now this Indenture witneffeth, that the faid H. and J. do hereby for themselves, their heirs, executors, administrators and assigns, severally acknowledge and declare the said sum of 1100 l, the consideration money mentioned to be by them paid, in and by the said recited indenture of release, for the purchase of the premisses to them conveyed as aforefaid, was the proper money of and belonging to the said E. and that the said messuage, &c. in and by the said recited indentures of leafe and releafe, mentioned or intended to be granted, fold, released and conveyed, are so granted, sold, released and conveyed unto them the said H. and J. and their names are used in the said recited indentures in trust only, and for the use of the said E. his heirs and assigns, and for no other use or purpose: And therefore this Indenture further wilnesseth, that they the faid H. and J. in pursuance of the trust in them repoled as aforefaid and in consideration of 5 s. a piece of lawful, &c. well and truly paid by the faid E. the receipt, &c. they the faid H. and J. Have and each of them Hath granted, &c. and by, &c. Do, and each of them Doth grant, &c. unto the said F. (in his actual possession, &c. by the said H. and J. by indenture, &c.) and to the heirs and affigns of the said E. for ever, All that, &c. of them, the said H. and J. and either of them, of, in, to, &c. by virtue of the faid recited indentures of leafe and releafe, and by any other ways or means whatsoever or howsoever; together with all and singular deeds, &. To bave and to hold, &c. (Add a Covenant that the releafors have not incumbered). In Witness, &c. A Transfer

Mortgages in Fee, in ene whereof an infant Heir conveys, by virtue of the Statute of 7

THIS Indenture of four parts, made, &c. Between J D. of, &c. and M. his wife of the first part, H. M B. of, &c. and B. of, &c. 20 infant under the age of 21 years, that is to say, of eage of 18 years or thereabouts, grandsons and residuary legatees ned in the last will and testament of J. M. late of, Gr. deceased; ich said H. M is also heir at law of the said J. M. J. V. of, &c. triving executor and trustee of the last will and testament of the said M. of the second part, R B. of, &c. of the third part, and E. J. Ge. of the fourth part. Whereas by indenture of lease and release, Recitals. eleale bearing date, &c. and the said release bearing date the 2d day March, &c. and made, &c. between R. E. of, &c. and E. his As to a mortkeof the one part, and the said J. M. of the other part (reciting as gage in see the faid indenture of release is recited) they the said R. E. and E. E. his wife, to wife, for and in consideration of the sum of 60 l. of, &c. did bar- 3. M. 4. Uc. unto and to the use of the said J. M. her heirs and assigns, those two meffuages, &c to hold the said messuages, &c. unto and be use of the said J M her heirs and assigns for ever, defeasible nedeless, and subject to a proviso or condition in the said recited indento release contained, for making void thereof on payment of the 1 of 168 1. of, Gr. by the said R. E. his, Gr. unto the said J. her, Ge. on the day and times, in manner and form as in the faid and indenture of release is particularly mentioned, as in and by, And subereas the faid J. M. is fince dead, having first duly J. M.'s death, the probabilities her last will and testament in writing, bearing date, H. M. B. and whereby the gave and advited all her real and personal estates unto T. B. the (in-Frandsons the said H. M. B. and his brother T. B. equally to be fant) devisees. ed between them, and made and appointed J. B. and J. D. both e deceased, and the said 7. V. executors and trustee of her said ; And enherens by indentures of Jeale and release bearing date ref. Conveyance of lively the 16 and 17 days of June, &c. and made, &c. between the the equity of r--R. E. and E. his wife of the one part, and the faid J. D. of the demption to J. er part, the faid indenture of release, reciting the faid indenture of D. se and release of the first and second of March, &c. herein before ited, and also reciting, that there was the sum of 1961. due to the tentors of the said J. M. for principal and interest, on the said recited Figure, and that the faid \mathcal{J} . D. had purchased of the said R. E. and E. wife, the equity of redemption of the said mortgaged premisses, they flaid R. E. and E. his wife, in confideration of 1951, to be paid to taid H. M. B. and T. B. and of 40 L. in hand paid to the faid R. E. did ·

did bargain, sell, release and confirm unto the said J. D. his heirs and assigns, all those the said two messuages, &c. herein before particularly mentioned, and in and by the faid first recited indentures of lease and release bargained and released; To bold the same unto the said 7. D his heirs and affigns for ever; subject nevertbeless to the payment of the sum of 196 1, to be paid at Michaelmas then next, with the interest from thence to grow due on the faid recited mortgage made to the faid J. M. as aforefaid, as in and by the faid recited indentures for leafe

J. D.'s convey- and release, relation, &c. And whereas by indentures of lease and reance thereof to lease bearing date respectively the 7th and 8th days of May, Se. and made, &c. between the faid J. D. and M. his wife, of the one part, and the faid R. B. of the other part, reciting in the faid indenture of releafe, the faid first recited indenture of leafe and releafe of the first and fecond of March, &c. to the faid J. M. they the faid J. D. and M. is wife, in confideration of the fum of 2001. to the faid J. D. paid by the faid R. B. did bargain, Ge. unto the faid R. B. his, Ge. all those the faid two messuages, Ge. herein before particularly mentioned, and in and by the recited indentures of leafe and releafe bargained and released, and also all that messuage, &c. as also, Uc. To bold the same unto and to the use of the said R. B. his heirs and affigue for ever; subjed nevertheless to the said herein before recited mortgage, made as aforesaid to the said J. M. and descafible nevertheless, and subject to a proviso or condition in the said recited indenture of release contained, for making void thereof on payment of the fum of 200 l. of, &c. with lawful interest for the same, by the said J. D. his, &c. unso the faid R. B. his, &c. on the days and times, and in manner and form as in the faid last recited indenture of release is particularly mentioned,

A fine levied by as in and by, &c. And whereas in Eofter term in, &c. one fine fur R. B. and J. D. conusance de droit come ceo, &c. was had and levied of all and singular and M. lais wife, the premisses above mentioned in his majesty's court of C. P. at West. minster, wherein R. B. plaintiff, and J. D. and M. his wife descodants,

clared,

Asto y. D.

having paid

what now due.

by the name of three meffunges, &c. with the appurtenances in, &c. The uses not de- the use and uses of which said fine have not been declared by any of the parties thereto: And enberene the faid J. D. hath paid and fatisfied all interest due on the faid recited mortgage to the day of the date of

these presents, so that there remained due on the said first recited mortgage to the faid H. M. B, and T. B. as devifees and refiduary legaters in the will of the faid 7. M. the sum of 160 l. only and no more: And subcreas the faid J. D. bath also paid and satisfied to the said R B all interest due on the said last recited mortgage made to the said R. B. to the interest and the day of the date of these presents, and also the sum of 40 l. part of

parliament of anne, for enabling infants to convey, an or-

the faid principal fum of 200 L fo that there only remains due to the As to the ad of faid R. B. on the faid last recited mortgage the sum of 160 ! And subcreas by virtue of and in pursuance of an act of parliament made in the 7th of queen the seventh year of the reign of her late majetty queen Anne, (intitle), An act to enable infants who are feifed or possessed of estates in see in trust, or by way of mortgage, to make conveyances of such estates) the der in chancery, faid T. B. hath, by an order of the high court of chancery on a petition of the faid J D. been directed to convey the premisses hereinbefore mentioned unto and to the use of the said E. J. her heirs and assigns for

Confideration, ever: Now this Indenture witnesseth, that for and in confideration of the

fam of 160 l. of, &c. to the said J. V. (by and with the direction and consent of the said H. M. B. and T. B. testified, &c. and as by and with the direction, privity and consent of the said J. D. testified also by, Sc.) in hand paid by the said F. J. at, Sc. in sull of all monies due and owing on the said first recited mortgage, And also for and in confideration of the further sum of 160 L of, &c to the said R. B. (by and with the direction and consent of the said J. D. testified, \mathfrak{C}_c .) in and also paid by the said E. J. at, &c. the receipt or payment of maich faid several sums of 160% and 760% they the said H. M. B. d T. B. J. V. and R. B. and each and every of them do and doth ereby respectively acknowledge, and thereos, \mathfrak{S}_c and also for and in toutideration of the fum of 5 s. of, &c. in hand paid to the said J. D. the faid E. J. at, Uc. the receipt, Uc the faid H M. B. and the IT. B. by virtue of and in pursuance of the said act of parliament, d in obedience to the said order of the high court of chancery (by **Id** with the privity and confent of the faid \mathcal{J} . V. and of the faid \mathcal{J} . I tellified, &c.) and also the said R. B. (by and with the privity and plent of the faid J. D. testissed, &c.) and also the said J. D. Have, deach and every of them the faid H. M. B. T. B. R. B. and J. D. bargained, fold, affig. ed, aliened, released and confirmed, and Release. these presents (with the like privity and consent) Do, and each and by of them Doth bargain, &r. unto the faid E. J. (in her actual pofn, Gc.) and to her heirs, All those, Gc. To bave and to hold the I messuages, \mathcal{G}_c and all and singular, \mathcal{G}_c unto the said E \mathcal{J} . her is and affigns, to the only proper use and behoof of the said E. J. beirs and assigns for ever: Provided always nevertheless, and it ereby declared and agreed, by and between the faid parties to these tents, and the true intent and meaning of them and these presents that if the said J. D his heirs, executors, administrators or ass, or any of them, do and shall well and truly pay, or cause to said to the faid E. J. her heirs, exe utors, administrators or afthe full and just sum of 336%, of, Ese, in manner and form foling, that is to say, the sum of 81. part thereof, at or upon the 23d y of June next enfuing the date hereof, the further sum 328 /. residue thereof, at or upon the 23d day of December next eng the date hereof, and which will be in the year of our Lord 17 thout making any deduction, defalcation or abatement out of the te or any part thereof, for or in respect of any taxes, charges, asments, payment or other matter or thing whatfoever, that then and thenceforth the faid J. D. his heirs and assigns, shall stand and field of the melluages, Uc. herein before mentioned; In Truft, to make and fuffer the faid \mathcal{J} D his heirs and affigns, to take and rethe to his and their own use the rents and profits thereof. (Covenant further affurance; to pay 3361. mortgage money; done no all to in-her; to fland feifed till eflate perfected; good right, &c. that a fine sied shall be to such use). In Witness, &c.

Conveyance by Leafe and Rekase of the Reversion of an Estate after the Death of Tenant for Life.

HIS Indenture, made, &c. Between J. B. H. of London, gent. only son and heir of J. B. H. late of, M. &c. deceased, of the one part, and A. D. of L. widow, of the other part, Witnesselb, that for and in consideration of the sum of 200 1. of, &c. He the faid J. B. H. Hath granted, bargained, fold, released and confirmed, and by these presents Doth, &c. unto the said A. D. (in her actual possession, &c.) and to her heirs, All those, &c and the reversion and reversions, remainder and remainders, rents, issues and profits of all and fingular the faid meffuages or tenements, lands and premisses, and also all the estate, &c. of him the said J. B. H. of, in, to or out of the said premisses, or any part or parts thereof, and all deeds, &c. To have and to hold the faid meffuages, or tenements, lands, hereditaments, and all and fingular the premisses herein before mentioned, and intended to be hereby granted and released, with their and every of their appurtenances, unto the faid A. D. her heirs and affigns, to the use and behoof of the said A. D. her heirs and assigns for ever; Subject nevertheless to the estate for life of A. H. widow of the faid J. H. and mother of the faid J. B. H. which she may claim by virtue of an indenture tripartite, bearing date the, &c. made or mentioned to be made between the faid J. H. of the first part, M. C. of, &c. in the county of, &c. widow, the relied of J. D. then late of W. in the faid county of, &c. gent. N. D. of M. aforesaid, gent. J. . D. of the parish of St. S. S. in the county of S. haberdasher, and W H. of A. next R. in the faid county of K. of the second part, and the said A. H. by her then name A. D and M. of the third part, And (Covernants to levy a fine; lawfully felfed, &c. the ufual covenants excepting the estate for life.) In littness, &c.

A Conveyance of a Bankrupi's Fflate from Trustees to a Purchasor in purfuance of a Decree in Chancery.

HIS Indenture of three parts, made the, &c. Between J G. of, &c. R. C. of, &c. and E. R. of, &c. widow, relict and administratrix of J. R. late of, &c. deceased, (which faid J. R. was the only son and issue of R. R. who was the cldest son and issue of W. R. and also nephew and hen at law to, and also devisee of the lands and tenements

tenements herein after granted and conveyed of and under the last will and testament of R. R. heretofore, of, &c. deceased), of the first part, E. C. of, Ge. of the second part, and T. C. of, Ge. of the third part. Whereas, &c. (Recital of a mortgage for a term of years from As to the R. R to P J. for 3001.) And whereas the laid J. R. some time after mortgagor's making and executing the faid indentures of mortgage before mentioned becoming a and recited, became a bankrupt, and a commission of bankruptcy was bankrupt. awarded against him in fuch manner and directed to fuch commissioners. whereon there were such proceedings had, as are herein after mentioned and recited; And whereas by indenture of bargain and fale bearing Commission, date on or about the 12th day of August, &c. made, &c. between &c. W. P. esq. L. K. and J. C. gent. of the one part, and S. IV. of, Gr. of the other part, reciting as therein is recited, and to the effect following, (to wit) that a commission of bankruptcy under the great seal of Great Britain, bearing date at Westminster the 23d day of July then last pult, and grounded upon the feveral statutes made concerning bankrupts, and been awarded against the said J. R. by the name of J. R. late of, Fr. and directed unto the faid W. P. L. K. and J. C. and unto J. C. q; and A. G. gent. thereby giving full power and authority to them refaid commissioners, four or three of them (whereof the said W. P. 7. C. was to be one) to execute the faid committion, as in and by the faid commission, relation being thereunto had, would more fully apear; and that the faid W. P. L. K. and J. C (being the major part If the commissioners in the said commission named) began to put the said commission in execution, and upon due examination of witnesses and ther good proofs before them taken, had found that the faid $\mathcal{F}_{n}R$ was meg before the date and fuing forth the faid commission, a dealer in luffs, filks, linen and other goods, and endeavoured to get his livelinood by buying of filks, stuffs, linen and other goods, as aforefaid, and and by reason thereof become indebted unto the faid S. W. in the fum of 47 L and to several other his creditors in divers and large sums of moey, and that the faid J R. being so indebted as asoreshid before the ate and fuing forth the faid commission, in the judgment of the faid V. P. L. K. and J. C. became bankrupt to all intents and purpoles within the compais, true intent and meaning of the several statutes made oncerning bankrupts, some or one of them, and that the said commissoners, in the execution of the before recited commission, and the stautes therein mentioned, had likewise found, or it otherwise appeared noto them, that the faid J. R. at such time as he became a bankrupt as Morefaid, was feifed or possessed of or entitled unto an estate of inhestance in fee-simple, fee tail, or some other estate of inheritance, or wher estate in reversion, remainder or expectancy, of and in the messuges, lands, tenements and hereditaments herein before mentioned. and herein after bargained and fold; They the fuid W. P. L. K. and J. C. In further execution of the faid commission, and of the slatutes therein mentioned, and by force and virtue of the same, and of the power and sethority to them thereby given, and also for and in consideration of the covenants therein after on the part of him the faid S. W. his heirs, exe-Eurors and administrators, covenanted to be performed, fulfilled and Hone, did, as much as in them lay, and they lawfully might, order, largain and fell unto him the faid S. W. his heirs and affigns for ever, All and fingular the mossuages, lands, tenements and hereditaments, and As to the

premiffes burgain and

of the bankrupt's real estate to an affignee, whereof part were the mortgaged premiffes.

To held to the affignee in trust to fell the same Subject to the paying of mortgage monics, and the overplus to go amongst the creditors.

As to a con**v**eyance from the mortgagee and the affignee, to Mr. G. and Mr. C. two truffees of the bankrupt's effate upon feveral traits, Us.

premisses herein before mentioned to be situate, &c. with their and every of their rights, &c. and also all that messuage or tenement, situate, &c. and also all other the manors, lands, tenements and hereditaments of him the faid J. R. or any other in trust for him, or wherein and whereunto the said J. R. then was, or at the time he became a bankrupt, was seised of, interested in, or intitled unto, in law or in equity, situate, &c. and the reversion, &c. and all the estate, &c. which he the faid J R. or any other person or persons in trust for him, then had, or at such time as he the said J. R. became a bankrupt, had or should, or of right ought to have or claim, in, to or out of the faid premiffes, every or any part or parcel of them, or either of them, and also all the estate, right, title, interest, claim and demand whatsoever, both in law and in equity, which they the faid commissioners, parties thereto, by virtue of the faid commission or the statutes therein mentioned, these had, of, in, to or out of the faid premisses, or any part or parcel of them, any or either of them; To bold the said messuage or tenement, lands, hereditaments and premisses, in and by the said hereby recited indenture ordered, bargained and fold or meant to be bargained and fold with their and every of their appurtenances, unto the said S. W. his heirs and assigns, To the Use of him the said S. W. his heirs and assigns for ever; Upon Trust nevertheless, and to the intent that the said S. W. his heirs and assigns, did and should, with all convenient speed, fell and dispose of the said messuage or tenement, lands, hereditament and premisses, and every part and parcel thereof, at the best price that could be had or gotten for the same by him or them for the equal and proportionable benefit and advantage (after payment of, and discharging all money justly due and owing on all and every mortgage or mortgage made of the said premisses, every or any of them, before the said 7. Ra became a bankrupt) of him the faid S. W. and all such other the creditors of the said 7. R. which had then already fought, or should the after in due time feek relief by virtue of the faid commission, and comtribute towards the charges thereof, according to the direction and lime! tation of the said several statutes in that case made and provided, so fat as the same should amount to satisfy such creditors their respective debts, and also the charges of suing out, and otherwise proceeding on the said commission; and as to the residue and surplusage of the same (if any these be) in Trust for the faid J. R. his executors, administrators and assigns, according to the several statutes, and the true intent and meaning of them, and to and for no other use, intent or purpose whatsoever, as in and by the faid last recited indenture, commission and proceedings of the commissioners, relation, &c. And whereas by indentures of lease and release, bearing date respectively the 16th and 17th days of July 1730, the faid release being quadripartite, and made or mentioned to be made between the faid J. R. and E. C. of the first part, the faid S. W. of the second part, and the said & G. and R C. of the third part, (reciting to the effect before recited) and also that the said messuages, lands, tenements and hereditaments, and other the estate of the said J. R. 6 as aforefaid granted and affigued by the faid P J. to the faid E. C. and the reversion thereof, so as aforefaid, bargained and fold by the said W. P. L. K. and J. C. unto the said S. W. were of greater value, and more than sufficient to satisfy and pay all the just debts of the said J. R. due and owing to the faid E. C. S. W. and all his other creditors,

tors, and for and in confideration of the further fum of 650 h then or before advanced and lent by the faid E. C. unto the faid S. W. in order to pay the debts of the faid J. R. and for the securing the repayment of the said sum of 650 l. with interest, as well as of the before mentioned hum of 600 l. with interest, and also of all such other sums and interest, as the faid E. C. should pay and advance for and towards the clearing and discharging the debts of the said J. R. and for the preventing the absolute sale of the said premisses, and securing the speedy payment of the faid E. C. S. W. and the rest of the creditors of the said J R. their fereral and respective debts, and other considerations in the said release mentioned; he the said S. W. by and with the consent and approbation ■ the faid J. R. did grant and convey unto the faid J. G. and R. C. and their heirs, To the Use of the said J G, and R. C. and their heirs, and fingular the faid messuages, lands, tenements, hereditaments and spremisses, upon such trusts as in the said indenture of release are mensoned and declared; (that is to say) upon trust, that in case the said J. R. his heirs or assigns, or some or one of them, should not, within the face of fix months next enfuing the date of the faid last recited indenthre of release, well and truly pay, or cause to be paid unto the said E. C. and S. W. and all and every other his creditors, all such sum and some of money as should be duly proved to be justly due and owing to them, and each of them respectively, by and from the said J. R. that then and in such case they the suid J. G. and R. C. and the survivor of them, his heirs or affigns, did and should sell, or otherwise dispose (in Inch manner as they, or the survivor of them, his heirs or assigns, should think fit) all and fingular the faid premisses, or so much of the same, as could be sufficient by the money arising by the sale or mortgage thereof, In the first place, to pay and retain to themselves all such costs and tharges, as they or either of them should sustain or be put unto, for, bout or concerning the said trusts; and in the next place, so much as sould be sufficient to pay off and discharge all and every the debts, which then already were or should be duly proved to be due and owing by and From the said J. R. to the said E. C. and S. W. and all other crediprs, and did and should pay the same accordingly, and did and should by the surplusage of such money (if any there should be) to the said R. his executors, administrators or assigns; and from and after the before mentioned trusts performed, upon trust that they the said J. G. and R C. and the survivor of them, or the heirs of such survivor, did and should re-convey unto the said J. R. and his heirs. or to such other palon or persons as he should nominate and appoint, all such of the said premisses as should not be sold for the purposes aforesaid; and that from thenceforth, and after all the said trusts performed, the said commission, at the costs and charges of the said J. R. his executors or administrators, should and might be superseded: And whereas the said J. R. desors, inouted and might be imperieded: And whereas the land J. he year As to bankparted this life sometime in or about the month of ______ in the year rupt's death before any fale made of the faid premisses, or of any part there- before sale of of, or before any of the trulls in the faid last recited indenture of re- the premistes hase were fulfilled or performed, and without having superfeded the upon the hid commission of bankrupt, (which is fill in being and in force) leav- trusts aforeing the faid E. R. his widow, and R. R. an infant, his eldeft son and faid, and heir, whereupon the faid J. G. and R. C. refused or neglected to act in leaving his the said trusts reposed in them as aforesaid, by the said last recited in-infant son,

denture the truftees

refuling to

As to a bill brought by a mortgagee against the widow, infant and trustees.

As to prayer of mortgagec's bill.

As to 'a decretal order.

As to malter's report.

As to a perfon' idding in truft for Mr. C. the purchafor. denture of release: And whereas the said E. C. exhibited his bill of complaint in the high court of chancery, fometime in or about term in the year - against the said J. W. E. R. R. the infant, J. G. and R. C. therein setting forth the substance of the several deeds and conveyances before mentioned and recited, and also the death of the faid F. R. and that he the faid E C. had not been paid any part of the respective sums of money above mentioned to be due to him, and that the faid 7 G. and R. C. refused to act in the faid truth, the faid E. C. by his faid bill therefore prayed, that the faid trust declared and expressed in the faid indenture of release, bearing date the 17th day of July 1730, might be performed, and the faid Γ C be otherwise relieved, as the nature of his case did require; to which said bill all the said defendants having nut in their answers, and the faid cause being at iffue and coming on to be heard before his Honor the mafter of the Rolls, on or about the 9th day of June 1736, his Honor did think fit, and so order and decree, that it should be referred to Mr. B. one of the masters of this court, to compute what is due to the faid E. C. the plaintiff, for principal and interest on his said mortgage; and also that the faid malter should take an account of all other the debts of the faid J. R. and for that purpose, that the faid-master should cause an advertisement to. be published in the London Gazette, for the creditors of the faid 7. R. to come in and prove their debts before him by a time to be therein limited, or in default thereof, that they would be excluded the benefit of the said decree; and the said, master was also directed to enquire whether the defendant the faid I. P. be entitled to dower, or not; in case the said master should find that she is intitled to dower, then he was to fet a value thereon, and to tax all parties their colls of this fuit; and in or ler to rafe money to answer the purposes aforesaid, it is ordered and decreed, that so much of the real estate of the said J. R. as should be necessary, should be fold, with the approbation of the faid mafter, to the best purchasor or purchasors that could be gotten for the same, in which sale all proper parties are to join, as the said matter should direct; and out of the money arising by sack fale, all parties are in the first place to be paid their faid costs, and the defendant the faid E. R. is in the next place (in case the said mailter should find she is entitled to dower) to be thereout paid what the faid mafter should value her dower at, and then the plaintiff is to be paid what the faid matter thould certify to be due to him for principal and interest as aforesaid; and out of the residue of the said money ariling by fuch fale, the other treditors of the faid J. R. who should come in and prove their debts before the said master as aforesaid. are to be said what the faid mafter flould certify to be due to them respecially, as in and by the feid bill, antwers and decree, relation being thereunto had, doth more fully and at large appear: And whereas the find mafter B. in pursuance of the faid decree, made his report in the faid cause on or about the fifth day of Fibruary last past, and did thereby certify that he conceived it would be necessary to fell the whole of the faid real effate of the faid J. R. to answer the purposes in the faid decree mentioned, and that he had therefore caused the fale to be duly advertifed in the Ioneion Gazette, and that in pursuance of such notice he had been attended by feveral persons proposing to purchase the same, and that Mr. J. K. in the name and on the behalf of the faid T. C. proposed to give for the said estate 2020 l. which sum being the most that had

had been hid for the same, he had allowed the said 7. K. on the behalf in the faid T. C. to be the best purchasor for the said real estate: And substant the faid report was by an order of the faid court of chancery As to report bearing date on or about the 10th day of February last past, confirmed, firmed, unmakes cause should be shewn to the contrary, within eight days after no- less cause. nice thereof to the plaintiff and defendant's respective clerks in court, and which faid last mentioned order was made absolute by another order of the faid court bearing date on or about the 12th day of March last halt: And whereas the faid master by his report, bearing date on or shout the 25th day of June last past, proceeded to take an account in the faid cause, of what is due to the faid E C. for principal and interest spon the faid premisses and found the same to amount to the sum of 1748 l. 11 s. 4 d. and also to take an account of all other the debts As to subsethe said J. R. and for that purpose had caused two several advertise- of debts due sents to be inferted in the London Gazette, for the creditors of the faid to the mort-F. R. to come in and prove their debts before the faid master, by a time gagee and o the faid advertisement limited, and long since past; and in default creditors, bereof, that they would be excluded the benefit of the said decree, and and costs to ertified that the same (exclusive of what was due to the said E. C.) plaintiffs and mounted to the sum of 2671 10 s. 5 d. and also proceeded to enquire defendants, thether the said E. R. was entitled to dower or not, from the said ef-And as to ate, and found that the was intitled to dower, and that he had valued dower. he same at the sum of 92 l. 13 s. 4 d. and that he had also considered f the plaintiff's bill of costs, and also of all the defendants will of olls, and had taxed the plaintiff's bill of colls at the fum of 122%. s. and the defendant J. W.'s bill of costs at the sum of 141. 12 s. d. and the bills of costs of all the other the defendants, at the sum f 331. 9 s. 4 d. the costs of all the find parties taxed as aforesaid, mounting in the whole to the sum of 170 l. 11 s. 6d and that, in orer to raise money for the purpose aforesaid, he had caused the sale of he faid J. R.'s real estate in the faid county of S. to be advertised as foresaid, and that he had allowed the said J. K. on the behalf of the id T. C. the best purchasor of the real estate asoresid, at the said sum 2020 L and that out of the faid fun of 170 L 113. 6d taxed for e costs of the several parties in the said suit, was to be paid in the ill place, in the feveral proportions before mentioned; that the faid I.R. was, in the next place, to be paid the said sum of 921. 13s. d, the value of her dower; and that the plaintiff, E. C. in the next ace, was to be paid the fum of 1748 l. 11s. 4 d. certified to be due him as aforesaid, for principal and interest on the said mortgaged preiffes; and that after payment of the thirt feveral fums, the residue of le said purchase money would be the sum of 81. 35. 10 d and no ore, for payment of the other creditors of the faid J. R. who had fored their debts before the faid matter, as by the last mintioned report, which was afterwards confirmed and made absolute by order of the faid ourt of chancery, on or about the lifth day of this inflant July) relaon, Go. Now this Indenture witneffeth, that the faid J. C. R. C. and Confidera-R. in pursuance of the faid decree, reports, orders and proceedings tion. fore mentioned, and by and with the approbation of the faid matter, and also by and with the consent of the said E. C. testified by his being party to, and fealing and delivery hereof, for and in confideration of

the above mentioned sums of 1748 l. 11 s. 4 d. and 122 l. 9 s. 6 d. doe to the faid E. C. for principal, interest and costs, as aforesaid, to him the said E. C. in hand paid by the said T. C. the receipt of which said fums the faid E C. doth hereby acknowledge; and also for and in confideration of the above mentioned sum of 12 l. 13 s. 4 d. due to the said E. R. being the value estimated of her dower as asoresaid, and to her the faid E. R in hand paid by the faid T. C. (the receipt whereof the said E. R. doth hereby acknowledge); and also for and in consideration of the above mentioned sum of 141. 12s. 8d. due to the said J. W. in hand paid by the faid T. C. (the receipt whereof is hereon indorfed and figned by the J. W.) and also for and in confideration of the above mentioned sum of 331. 91. 4d. in hand paid by the said T. C. unto S B. of Christ Church aforesaid, gent attorney and solicitor for all the other defendants in the faid cause, being their costs taxed as aforesaid, (the receipt whereof is hereon indorfed and figned by the faid S. B.) and also for and in confideration of the above mentioned sum of 81. 34 10 At residue of the said purchase money, to them the said J. G. and R. C. in trust for the other creditors of the said J. R. who have proved their debts before the faid master, (the receipt of which said tast mentioned fum the faid J. G and R. C. do hereby acknowledge) Have bargained, fold, aliened, released and confirmed, and by these presents, they the faid J G. R. C. and E. R. Do bargain, fell, &c. unto the frid T. C. his heirs and affigns (in the actual possession, &c.) All that, &c. To have and to hold the faid messuage, lands, tenements and premisses herein before mentioned and intended to be hereby released and conveyed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the faid T. C his heirs and assigns, Ta the Use of the said T C. his heirs and assigns for ever, And, &c. (covenant done; no all to incumber). In Witness, &c.

Release of a Moiety of a Pew in a Church.

with C D. of the said parish of _____ gent. now are and stand seised to them and their heirs, in equal shares, viz. the said A. B. of, in and to one undivided moiety or half part, and the said C. D. of, in, and to the other undivided moiety or half-part, of and in _____ All that pew or seat in the parish church of _____ aforesaid, and as the same now and late has been used, possessed and enjoyed by them the said A. B. and C. D. Now know ye, and these Presents witness, that for and in consideration of the sum of 61 of lawful money of Britain by the said C. D. to the said A. B in hand well and truly paid at, & in sull for the absolute purchase of his the said A. B's undivided moiety or half-part of and in the said pew or seas; and of all his estate and interest therein, the receipt of, & and for divers other, & he the said A. B. Haib granted, bargained, sold, remised, released, quitchind

claimed and confirmed, and by these presents Doth freely and absolutely gennt, &c. unto the said C. D. (in his actual and peaceable possession new being) and to his heirs and affigns, All that his the faid A. B.'s un**mided** moiety or half-part of and in the faid pew or feat in the parish d M. in the county of G. aforefaid, with its appurtenances; and all the estate, right, title, interest, inheritance, use, possession, reversion, mainder, yearly rent, profits, property, claim and demand whatfoever rhowsoever, both in law and equity, of him the said A. B. or of any iron or persons in trust for him, of, in or to the said hereby released suisses, and every part and parcel thereof; To have and to hold the id hereby released undivided moiety or half part of the said pew or **x and premisses**, with its appurtenances, unto the faid C. D. his heirs assigns, to the only use and behoof of the said C. D. his heirs and gas for ever: And the faid A. B. for himself, his heirs, executors administrators, doth hereby covenant, promise and agree to and with ke faid C D. his heirs and affigns, in manner as follows, viz. the faid A. B. now hath in himself good right, full power, and abte authority to release and convey the said undivided moiety of the pew or feat, with its appurtenances, unto and to the use of the said B.D. his heirs and assigns, in manner as aforesaid; And lastly, that he refaid A. B. and his heirs, shall and will, at any time hereafter, at **B** request and charge of the said $C.\ D.$ his heirs and assigns, make, and execute any further lawful and reasonable act, deed or thing in hw whatfoever, for the further, better and more effectual conveying, using and confirming of the said hereby released moiety of the said wand premisses with its appurtenances, unto and to the use of the d C. D. his heirs and affigns for ever, as by him or them, or his or tir counsel learned in the law, shall in that behalf be reasonably ad-Ted or required. In Witness whereof the said A. B. hath hereunto set band and seal, &c.

deale of an Estate from the first Mortgagee and the Mortgagor to the facond Mortgagee, in Consideration of his discharging the first Mortgagee of the Money due on the Mortgage to him, and of a further Sum paid to the said Mortgagor.

H IS Indenture of three parts, made, &c. Between E. J. (first mortgagee) of —— of the first part, J. D. (mortgagor) of of the second part, and J. B. (second mortgagee and present puringfor) of —— of the third part. Whereas, &c. [recital of a mortgage in see to E. J. (party hereto) (reciting therein several mortgages, &c. and a sine levied to R. B. of all the premisses); and of a declaration of the use of the sine (levied to R. B.) to E. J. vide Tit. Covenants; and a satisfal of a mortgage of part of the premisses to T. B. party hereto.] And

ewhereas the faid J. D. made default in payment of the principal for of - so secured to the said E J. by the said recited indenture quedripartite of the ---- day of ---- and by reason of such non-payment thereof, the faid _____ and premises therein comprised and conveyed, are now in law become absolutely vested in the said E. J. And whereas there is now jully due and owing from the faid 7. D. to the faid E. 7. for principal and interest, by virtue of the same indenture, in the whole the fum of ____ And evbereas there is also due and owing from the faid J. D. to the faid T. B. by virtue of the faid recited security fo made to him as aforefaid, for principal and interest, in the whole the fum of - (Which faid feveral fums of - and respectively due and owing to the said E J. and J. B. in the manner aforesaid, making together the sum of - is by him the said 7. D. hereby agreed, acknowledged and declared to to be, tellified by his executing these presents): And whereas the said J D (in consideration of the fun of ____ to be by the faid T. B. now paid to the faid E. T. in discharge of all monies now due to her upon the said recited security, and also in consideration of the said sum of - so now due from the faid J. D. to the faid T. B. by virtue of the faid recited fecurity fo made to him as aforefaid, and also of the sum of _____ to be to him now paid by the faid T. B. amounting in the whole to the furn of hath agreed absolutely to grant, release and convey the said several melfuages, lands, tenements, hereditaments and premisses so respectively mortgaged as aforefaid, and all his effate, right, title, interest, equity and benefit of redemption whatfoever, of, in and to the premifies unto and to the use of the said T. B his heirs and assigns, in such manner as herein after is mentioned: Now this Indenture witnesseth, that for and in consideration of the sum of - of lawful money of Great Bri-Tain, to the faid E. Y. (by the direction and appointment of the faid J. D. testified by his being a party to, figning and sealing of these prefents) in hand well and truly paid by the faid T. B. at or before the scaling and delivery of these presents, in full satisfaction and discharge of all principal and interest, now due and owing to the said E. 7. by virtue of the faid recited fecurity fo made to her as aforefaid, the receipt of which faid fum of ---- fhe the faid E. J. doth hereby acknowledge, and thereof acquit, exoncrate, and for ever discharge as well the Said T. B. their respective heirs, executors and assigns, by these presents, the the faid E. J. (at the special instance and request, and by and with the confent, direction and appointment of the faid 7. D. testified as aforesaid), Hath bargained, fold, released and confirmed, and by these presents Doth bargain, sell, release and confirm unto the said T. B. (in his actual possession now being by virtue of a bargain and sale to him thereof made by them the faid E. J. and J. D. for one whole year, in confideration of the fum of 5s. of lawful moncy by indenture bearing date the day next before the day of the date of these presents, made between the faid E. J. and J. D. of the one part, and the faid T. R. cf the other part, and fealed and delivered before the fealing and delivery of these presents, and by force of the statute for transferring of uses into possession in that behalf made and provided), and to his heirs and assigns, all those the said (the parcels) which in and by the said to cited indentures of leafe and releafe, bearing date the - and days of - and by the faid fine fo levied as aforefaid, were granted, icleated

Beafed and conveyed unto and to the use of the said E. J. as aforesaid, th their and every of their appurtenances, and the reversion and remons, remainder and remainders, rents, issues and profits of all and pubrithe faid premisses, and all the estate, right and title, interest, perry, claim and demand whatfoever, both in law and equity, of her find E. 7. of, in, to or out of the herein before released hereditasee and premistes and every part and parcel thereof, by virtue of the be indentures, or otherwise nowlocver, together with the same indenes, and all and every other deeds, evidences and writings whatfoever, sching or concerning the faid premisses which she the said E. J. hath her cultody or power, or can or may come by without fuit in law or equity; To larve and to hold the faid Imflunge or tenements, lands, reditement.,) and all and fingular other the premities herein before mened or intended to be by her the faid E. J. hereby released, with their devery of their appurtenances, unto the faid T. B. his reirs and afs, to the only proper use and behoof of the said T. B. his licirs and ons for ever. (Covenant here to the faid T. B. that the faid E. J. wet done any act to incumber the premisses. Vid. Tit Covenant.) And Indenture further witnesseth, that in consideration of the said sum of - so paid by the said T, B, to the said E \mathcal{J} , in discharge of all mies so due to her by virtue of her said recited security as aforesaid, dalfo in inflideration of the faid fum of _____ fo now due from the J.D. to the faid T. B. by virtue of the faid recited fecurity as relaid, and also for and in consideration of the said further sum of - of lawful money of Great Britnin, to the said J. D. in hand and truly paid by the faid T. P. at or before the fealing and deliy of these presents, the payment and receipt of which said several us of ____ and ___ fo now paid, due and owing, in manner eforciani, (amounting in the whole to the said sum of ----- purof monies), he the faid J. D. doth hereby acknowledge, and thereand of and from every part and parcel thereof, doth acquit, release, merate, and for ever discharge the said T. B. his heirs, executors and gus, and every of them by these presents, (which said sum of by him the faid J. D. berehy agreed and declared to be in full for the eplete and absolute purchase of the herein before and after released frages, line's, tenements, bereditaments and premisses), and of all his faid 7. D.'s effate, right, title, interest, equity, and benefit of reaption whatfoever, of, in and to the fame) and for divers other good d valuable causes and considerations him thereunto especially moving, the faid T D. in pursuance and performance of his said recited rement, Hath granted, bargained, fold, aliened, remised, released donfirmed, and by these presents Doth freely, clearly and absolutely an, &c. unto the faid T. B. (in his actual possession now being by true of the herein before mentioned indenture of bargain and fale, aring date the day next before the day of the date of these presents) to his heirs and assigns, All those the faid ---- (the parcels) togeer with all and every the deeds, evidences and writings whatfoever, meching or concerning the same premisses, which he the said J. D. hath his cultody or power, or can or may come by without fuit in law or in pity; To have and to hold the faid (several messages and tenements, di, bereditaments), and all and fingular the premisses herein before sentioned and intended to be by him the faid J. D. granted and released,

with their and every of their appurtenances, unto the said T. B. his heirs and affigns; To the only Use and behoof of the said T. B. his heirs and assigns for ever, freed and absolutely acquitted, exonerated, and for ever discharged of and from the several provifoes in the faid indentures of release of the ----- day of and the ---- day of ----- contained, for redemption of the faid several premisses, and of and from all other right, equity, power, and benefit of redemption whatfoever, of him the faid ?. D. and his heirs, of, in and to the faid hereby granted and releafed hereditaments and premisses, and every part and parcel thereof. (Covenants that J. D. has done no ast to incumber the premiffes; and that the faid E. J. and J. D. or one of them has good right to grant, &c. for quiet enjoyment; free from incumbrances; for further offurance; and then a declaration of the uses to T. B. Vid. tit. Covenants). In Witness, &c.

* Draft of a Leafe and Releafe and Covenant, to furrender Freehold and Copyhold Eflates; by Owners and their Truftees.

Parties

Recital of will.

THIS Indenture of four parts, made, &c. Between R. S. of, &c. W. S. of, &c. C. P. of, &c. and E. B. of, &c. of the first part, J. B. of, Gc. and M. the wife of the faid J. B. of the fecond part, J. M. of, &c. of the third part, and G. M. of, &c. of the fourth part. Whereas the said J. B. deceased, in and by his last will and testament in writing, duly executed and attested, bearing date on or about the 16th day of July, which was in the year of our Lord 1769, did give and bequeath all his lands, tenements, hereditaments and real estate whatsoever not comprifed in his marriage settlement, and which he had any power to dispose of, unto the said R. S. and S. W. therein respectively named, and their heirs, executors and administrators, upon trust to pay a moiety of the clear rents and profits of his real effate to his then wife, and pay and apply so much of the other moiety towards the maintenance and education of his daughters S. and M. B. until they respectively attain the age of 21 years, or be married, as the said R. S. and W. S. or the survivor of them, with the confent of his said wife, should think fit; and upon trust to improve the residue thereof for the benesit of his two daughters, and from and after the death or marriage of his faid wife, his will was, that the whole income of his real effare should be applied by the said trustees for the maintenance, education and benefit of his faid two daughters, And in case either of his said two daughters should die, or marry without the consent of his said wife, and the faid truffees, or the furvivor or furvivors of them, then the whole

hole of the faid income and produce should be applied for the maintebace, education and benefit of his other furviving or unmarried daugh-, and when and as foon as his faid daughters or either of them said respectively attain the age of 21 years, or marry with such conat and approbation, then he devised and bequeathed to each of his d daughters so of age, or marrying as aforesaid, and to her heirs, ecutors or administrators, one moiety of his real and personal estates, tell to fuch payment of one moiety of the income thereof to his wife during her widowhood as aforefaid, and in case and when her of the said daughters attaining such age, or marrying as asore-4, his other daughter should be dead, or married without such contasaforefaid, or if the thould die, or marry without fuch confent as relaid, then he devised the whole of such real and personal estate n such daughter so attaining such age, or marrying with such consent aforesaid, her heirs, executors and administrators; and he directed truffees, and the furvivor of them, his heirs, executors and adminiftors, to convey and affign the same accordingly; and in case both his ighters should die under age, or unmarried, or marry under age, bost such consent, then he devised his real and personal estate over other persons in the said will mentioned, and did declare that the ides for the benefit of his daughters should be, and should be accepted them in full fatisfaction of the legacies given them by the will of his let J. B. and if they should insist upon those legacies, they should e no benefit of it by his will, but their parts and shares of his real personal estate should go over to such person or persons as aforesaid, by the said will now remaining in the prerogative court of the archbiof Canterbury, relation being thereunto had may more fully and at suppear; And subereas by a decree or decretal order of the high Decree in chann of chancery made and pronounced on the 19th day of February, cery. th was in the year of our Lord 1760, in a certain cause then and Redepending, wherein the faid R, T, and E, B, were plaintiffs, the faid S. the widow of the faid J. B. and the faid S. and M. B. daughters were defendants, who being prefent in court and submisto the said will of the said J. B. and concurring and desiring, that part of the 10,000 l. mentioned in the marriage settlement of the J. B. should be laid out in land pursuant to that settlement, but to much thereof as had been already applied in manner after menshould be considered as properly applied, And as to so much of as remained to be applied as after directed, It was by fuch confordered and directed, that as to 2000 l. part of the 10,000 l. lent Mr. B. on moregage of his faid ellate at \hat{B}_{r} and fecured by a term bed out of the inheritance, that fuch term should remain in the trusin trust to attend the inheritance of the said estate devised by the will, and as to 3333 l. 10 s. 5 d. paid to Mrs. B. by the trultecs, applied by her in payment of her hulband's debts and legacies in and experation of the estate devised by the said will, It was deby like confent that the same was to be considered as properly aps, and that the 1351 l. 9s. 7d other part of the faid 1000 l in hands of Mrs. B. should be applied towards discharging the 1382/. 1. 31d balance of the account fettled between Mrs. B. and hec ghters, and by like confent it was ordered, that 13 l. 2 s. 8 d. log the residue of such valuace should be paid to Mrs. B by the plaintiff

plaintiff R. S. out of the 190 /. admitted to be in his hands, of the faid

Indentures of lease and releafe, being a

partition.

A partition.

Indentures of

conveying faid premities to

10,000 % that the relidue of the faid 190 % after deducting the colls after directed should be laid out in old South Sea appuitues in the names of the faid R. S. and E. B. and by like confent it was ordered, that fuch annuities with the 1217/. 10 s. old South Sea annuities, purchased with the residue of the said 10,000 / and standing in the names of the faid R. S. and E B. should remain in their hands Upon the. Trulls and for the purpoles in the marriage fettlement, excepting that the fame were not to be laid out in lands, all parties were to be paid their costs out of the residue of the 190 l in the hands of the said R. S And whereas a partition was made of all the estates which came to the faid S. B. and M. B. either under their father's will or as his coheirefies, and the feveral meffuages or tenements, closes, lands and hereditaments herein after mentioned to be granted, releafed and covenanted to be furrendered, fall to the share of the said M. the now wife of the faid J. B. party hereto; And whereas by indentures of leafe and release bearing date respectively the 15th and 16th days of Mes. which was in the year 1760, the release being tripartite, and expressed to be made between the faid R. S. and W. S. and the faid S. B. and M. B. of the first part, T. M. of the second part, and the said S. B. widow, of the third part, reciting in effect as is herein before recited, and that as the lot of the faid M. B. in the faid partition exceeded in value the lot of the said S B. the sum of 141 l. 13 s. 10 d. to make fuch partition; It was witneffed, that in pursuance and performance of the faid agreement, and for carrying the faid partition into execution, and for conveying and fecuring the feveral manors, mediuages, farms, lands, hereditaments and premisses therein mentioned to and for the benefit of the several parties interested therein to hold in severalty, , they the faid R. S. and W. S. S. B. the younger and M. B. did bargain, lien, release and confirm unto the said J. M. all and singular the feveral manors, faims, lands and hereditaments therein particularly mentioned, To hold to the faid J. M. his heirs and assigns for ever, to the feveral uses, intents and purposes therein and hereinaster mentioned (that is to fay) as to, for, and concerning all and fingular the feveral ticehold and copyhold meffuages or tenements, lands, hereditaments and premisses herein after mentioned to be granted and released and covenanted to be furrendered to the use and behoof of the said M. R. her heirs and assigns, to be held in severalty for ever, and which said several freehold and copyhold meffuages, lands, tenements and hereditaments were thereby declared to be in full of her the faid M. B's one moicty of the fuid premisses; And whereas by indentures of lease and release lease and release bearing date respectively the 10th and 11th days of April, which was in the year of our Lord 1766, the release being of five parts, and expressed to be made between the faid M. B by her description of M. B. of S. in truftees for fale. the county of K. spinster, one of the daughters and co-heirestes of T. P. late of S. aforefaid efq; deceased, by S his wife also deceased, and one of the devifees named in his last will and testament, of the fish part, the faid T. B. party hereto, of the second part, J. B. an infant, of the third part, the reverend R. B. doctor in divinity, one of the prebencharies of the collegiate church of P. W. and E. W. of C. in the faid country of _____ of the fourth part, and R. S. W. S. C. P. and E. B. of the fifth part, reciting the marriage then intended to be had, and

Mich was afterwards folemnized between the faid $T.\ B.$ party hereto, d M. his wife, the the faid M, B. with the privity and consent of the 16 7 B. her then intended husband, granted and conveyed unto the MR. B. and W. E. (amongst other hereditaments) all and singular the tetal messuages or tenements, lands and hereditaments hereinaster med and released, with their and every of their appurtenances; To Some the faid R. B. and E. W. their heirs and assigns, after the somization of the faid intended marriage to the use of the said R. S. W. C. P. and E B. their heirs and assigns, upon the several trusts therein therein after mentioned (that is to fay) upon trust that they the faid S. W. S. C. P. and E. B and the furvivors and furvivor of them, or heirs of fuch furvivor, or fuch person or persons as should or might any time thereafter by virtue of the faid indenture be and become the or truftees of the fame estates and premisses, should forthwith or from as conveniently might be after the folemnization of the faid then aded marriage with the confent and approbation of the faid T. L. y hereto, and M. his wife, or the survivor of them, if living, or if hof them should be dead, then at the discretion of them the said R. V. S. C. P. and E. B. absolutely to fell and dispose of the said metes, lands, tenements and hereditaments, parts and shares of meset, lands, tenements and hereditaments in the faid county of B. tin before granted and released, or mentioned or intended so to be, the fee-fimple and inheritance thereof, to any person or persons, Ms, her or their heirs and affigns, either together or in parcels, for best price or prices of money that could or might be reasonably had brained for the same, and that upon payment or receipt of the money by fale of the fame premisses, or any part thereof, unto and by the R.S. W. S. C. P. and E. B. and the survivors and survivor of sor fach person or persons as should be trustee or trustees for the being as aforefaid, they the faid trustees or trustee as aforefaid Id fign and give a proper receipt or receipts for the fame, which reorreceipts should be a sufficient discharge and discharges to such halor or purchasors for the money therein acknowledged and exled to be received, and fuch purchafor or purchasors should not be wards answerable and accountable for any loss, mis-application or explication of fuch purchase money so received, or any part thereof, apon further truft that when all or any of the faid melluages, lands, ments and hereditaments, parts and shares of messuages, lands, teests and Hereditaments, should be fold for a valuable confideration oney, and fuch receipt or receipts should be so given for the purmoney as aforefaid, they the faid trustees, and the survivors or surof them, or fuch person or persons as should be trustees or a trusfor the faid trust money and premisses for the time being, should forthwith pay, apply and dispose of the monies arising by such fale iles, in such manner and form, and to and for such intents and purs as are therein, and herein after mentioned concerning the same, k is to fay,) that they should in the first place, pay thereout to the faid P party hereto, his executors or administrators the sum of 2000 l. awful money of Great Britain, to and for his own proper use and beis, and should in the next place with all convenient speed, by and with consent and approbation of the said J. B. party hereto, and M. his or the furvivor of them, if living, or if dead, then at the truffee's

own discretion lay out and invest the money arising by such sale or sales, in one or more purchase or purchases of freehold messuages, tenements, and hereditaments in fee simple in possession, and copyhold messuages, lands or tenements of inheritance or other or others, free from incumbrances, in that part of Great-Britain called England, and thereupon fettle, convey and affure the same to certain uses in the said settlement men-

tioned and expressed concerning the same. And whereas the said 7: M.

Contract for purchase of said premisses, by J. M. on behalf of G. M.

Docretal order of the court of chancery.

on behalf of the said G. M. hath contracted and agreed with the said J. B. party hereto, for the absolute purchase as well of the freehold, melfuages or tenements, lands, meadows, pastures and hereditaments, hereinafter by these presents granted and released, as of the several cultomary or copyhold meffuages, cottages, lands and hereditaments hereinafter covenanted to be furrendered, and which are parcel of the manor of B. in the county of B. for the price or fum of 9400 l. And whereas, by a decree or decretal order of the high court of chancery made and pronounced the 21st day of March, now last past, before the date of these presents in a certain cause there depending wherein the said J. M. was plaintiff and the said J B and M. his wife, R. S. W. S. C P. and E. B were defendants, his Honor the master of the kolls, on the said 7. M. declaring that he was content with the title to the faid premises in case the said contract should be approved of by the said court, did de-Matter's report, cree that it might be referred to T. G. esq; one of the masters in the said court, whether the faid contract entered into by the faid 7. B. with the faid J. M. was a reasonable contract, and proper to be carried into execution, and if the faid master should find it so to be, then he did decree the same to be performed and carried into execution accordingly, and out of the purchase money, it was further ordered, that the sum of 2000 l. should be paid to the said J. B. and further ordered that the residue of fuch purchase money after deducting the costs therein after directed to be paid, should be paid into the bank of England, with the privity of the accountant general of the faid court, and placed to the credit of the faid cause, in order to be laid out and invested in a purchase or purchases of freehold or copyhold messuages, lands, tenements and hereditaments, to be settled to the uses, and for the purposes in that behalf mentioned, in the faid fettlement bearing date the 11th day of April 1766, and in the mean time until such purchase or purchases could be found, it was further ordered, that the same should be laid out in the purchase of bank three pounds per cent. annuities, in the name of and with the privity of the faid accountant general, In Truff in the faid cause, and the faid accountant general was to declare the trults thereof accordingly, subject to the further order of the said court, and when a proper purchase or purchases should offer, wherein to invest the residue of the faid purchase money or any part thereof, any persons interested therein, were to be at liberty to apply to the faid court concerning the fame, and in the mean time it was further ordered, that the interest to accrue due on the faid bank annuities should be paid to the said J. B. the husband of the said M. B. and on his death, in case the said purchase money or any part thereof, should not be laid out or ir ested in the purchase of lands, tenements or hereditaments, any person interested therein might be at liberty to apply to the faid court, concerning the fame, and for the purpole aforefaid, the faid accountant-general was to draw on the bank according to the form prescribed by the act of parlia-

next for the relief of the fultors of the faid court, and the general rules and orders of that court in fuch case made and provided, and upon such segment of the faid purchase money as before directed it was further ordered, that all proper parties do join in executing a conveyance of the estate in question to the said J. M. and his heirs, or as he should direct, such conveyance to be had at the said J. M.'s expence, and to be setthed by the faid master, if the parties should differ about the same; and all the parties were by the faid decree to be examined upon interrogatoin, and produce before the faid mafter upon oath, all books, papers and wings in their custody or power relating thereto, as the said master sould direct, And it was further ordered, that all the parties be paid beir costs of the said suit, to be taxed by the said master, And it was finher ordered, that the faid 7. M. do retain his own costs, and pay mo the other parties respectively, their costs out of the said purchase morey, and any of the said parties were to be at liberty to apply to he faid court, as there should be occasion. And whereas the said Master's report. user by his report made in the faid cause bearing date the 12th day of My now last past, certified that the said sum of 9400 s, is the value of k laid estate, and that the said J. M. is content to take the same at uprice, and did conceive that the said contract so entered into as netaid, was fair and reasonable, and ought to be carried into execum, and that the fam of 2000 l. part of the said consideration money refaid, ought to be paid to the said J. B. as the said decree directs, that the faid mafter had confidered of all parties their cost of the faid k and the bill of costs of the said J. M. amounting to the sum of bl. 5. 10 d. he had moderated and taxed the same, at the sum of 1. 18s. 2d. and the faid W. S.'s bill of costs, amounting to the of 241. 17s. 11 d he taxed the same at the sum of 211, 5s. A and the bill of costs of the said J. B. and M. his wife, R. S. P. and E. B. amounting to the furn of 281. 18 s. Q d. to be taxed same, at the sum of 27 1. 8 s. 8 s. 5 d. which several sums of 48 l. 1. 2d. 21 l. 5 s. 7 d. and 27 l. 8 s. 5 d. amount together to the of 96 l. 12 s. 2 d. and which costs so taxed, are to be retained paid as directed by the said decree out of the said purchase money hollows, (that is to say,) the said J. M.'s costs are to be retained by , the faid W. S.'s costs to be paid to him, and costs of the said J. and M. his wife, R. S. C. P. and E. B. are to be paid to them, Maker retaining and paying the several costs as aforesaid out of the not 9400 l, and also the said sum of 2000 l, to the said T. B. party the, there will remain the fum of 7303 l. 7 l. 10 d. being the rethe of fuch purchase money which is to be paid into the bank, with privity of the accountant general of the faid court, and laid out in same, in the purchase of bank 3 per cent. annuities, In Trust, in and cause as the said decree directs, and which said report by an Mer bearing date the 24th day of May now last past, was duly conmed, as in, and by the faid several above recited will, indentures, exice, order and report (relation being thereunto respectively had) more fully and at large appear, Now this Indenture witness the that pursuance of, and in obedience of the decree or decretal order herein before petited, and also for and in consideration of the sum of 2000 l. of lawful movey of Great-Britain, to the said J. B. in hand paid by the said G. M. before the sealing and delivery of these presents, by the consent, direction and appointment of the faid F. M. testified by his being a party to, and VOL. V.

fealing and delivering of these presents, the receipt whereof the said J. B. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, exonerate, release and for ever discharge the said G. M. his heirs, executors, and administrators and every of them by these presents, and also for and in consideration of the sum of 48 l. 18 s. 2 d. so as aforesaid, to be retained by and paid to him the said J. M. for his costs in the said suit, and also for and in consideration of the further sum of 201. 5 s. 7 d. to the said W. S. in hand also paid by the faid G. M. before the fealing and delivering of these presents in full for his the faid W. S's costs in the faid fuit, and also for and in confideration of the further fum of 27 1. 8s. 5 d. to the faid R. S. C. P. and E. B in hand also paid by the said G. M. before the sealing and delivery of these presents in full for his costs in the faid suit, the several and respective receipts whereof they the said J. M. W. S C. P. and E. B. do hereby severally acknowledge, and thereof and of every part thereof, Do. and each and every of them Doth, acquit, exonerate, release and for ever discharge the said G. M. his heirs, executors and administrators, and every of them by these presents, and also for and in consideration of the further sum of 7303 1. 74 2 d. of like money by the faid G. M. with the like confent and direction of the said J. M. testified as aforesaid, paid into the bank of England, with the privity of the accountant general of the faid court, which faid fums of 2000 l. 48 l. 12 s. 2 d. 20 l. 5 s. 7 d. 27 l. 8 s. 5 d. 7303 l. 7 s. 10 d. amounting in the whole to the fum of 9400 1. are the full confideration for the absolute purchase of the seven ral messuages, lands, tenements and hereditaments hereinaster mentioned to be granted and released, and covenanted to be surrendered, and also for and in consideration of the further sum of qs. a-piece, of like lawful money to the faid R. S. W. S. C. P. and E. B. in hand also paid by the faid G. M. before the fealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the faid R. S. H. S. C. P. and E. B. by and with the confent, direction and appointment as well of the said J. M. as of the said J. B. party hereto, and M. his wife, (tellified by their being parties to and fealing and delivering these presents) Have and each and every of them Haib bargained, sold, aliened, released and confirmed, and the said J. B party hereto, and M. his wife have, and each of them hath granted, bargained, fold, aliened, released and confirmed and by these presents they the said R. S W S. C. P. and E. B. do, and each and every of them doth, bargain, fell, alien, release and confirm, and also the said J. B. and M. his wife do, and each of them doth, grant, bargain, fell, alien, releafe and confirm unto the faid G. M (in his actual possession now being by virtue of a barpain and fale to him thereof made, by the faid R. S. W. S. C. P. E. B. and J. B. party hereto and M. his wife for 5 s. contideration by indenture bearing date the day next before the day of the date of these presents, and executed before the scaling and delivery hereof, for one whole year, commencing from the day next before the day of the date of the faid indenture of bargain and fale, and by force of the flature made for transferring of uses into possession) and to his heirs and assigns, All that and those, &c. &r. and all other the melfunges, cottages, arable land, meadow and patture ground, ley ground, tenements and hered aments whatfoever, howfoever the same have been exchanged or intermixed the one with the other of them, the faid J. B.

Transfer.

J. B. party hereto and M. his wife or either of them, or wherein they For any person or persons in trust for them or either of them have or hath my effate of freehold of inheritance in possession, reversion, remainder exexpectancy, situate, standing, lying or being in the parishes of B. aforesaid, and P. in the said county of B. or either of them, or howso-Firer, or otherwise, or by whatever other name or names the said messages or tenements, lands, closes, hereditaments and premisses, or any of them, or any part or parts of any of them, now are or is, or at any me or times heretofore hath or have been, situate, lying and being, butted, bounded or described, parted, altered, divided, distinguished, balled, tenanted or known, together with all houses, out-houses, edi- General words. tes, buildings, barns, slables, yards, gardens, orchards, backfides, edges, ditches, trees, fences, balks, ways, passages, waters, waterburles, easemenes, profits, privileges, commons, right of commoning, mmon of pasture, advantages, commodities, hereditaments and apmenances, whatsoever, to the said messuages or tenements, closes, soods, lands, grounds, hereditaments and premisses hereby granted dreleased, or intended so to be, or to any or either of them, or to part or parts thereof belonging, or in any wife appertaining, or brewith or with any of them, or with any part thereof, now or at n time or times heretofore fet, let, used, occupied or enjoyed, or acned, reputed, taken or known, as part, parcel or member thereof, of any part thereof, which said messuages or tenements, farms, the, hereditaments and premiffes, together with the copyhold or cufmary melluages, lands, tenements, hereditaments and premisses herethe covenanted to be furrendered, are fituate in the bounds, paand precincts of B. P. aforefaid in the faid county of B. some or e of them, and now are (except the aforefaid wood and grove) in exeral tenures or occupations of the several persons hereinaster med, their undertenant or undertenants, assignce or assigns, at the recal yearly rents following, (that is to fay,) J. S. at the yearly rent 1412 l. 16 s. W. W. at the yearly rent of 32 l. J. R. at the yearly rent of 71. J. W. at the yearly rent of 7 l. J. W. at the yearly rent of 5 l. 15 s. and S. blow at the yearly rent of 2 l. 10 s. amounting in the whole to the early fum of 297 l. 19 s. and the reversion and reversions, remainder remainders, yearly and other rents, issues and profits of all and pular the faid messuages or tenements, lands, closes, woods, heretaments and premisses hereinbefore particularly mentioned and hereby nated, and released or intended so to be, with their and every of er appurtenances, and also all the estate, right, title, interest, use, ill, inheritance, property, claim and demand whatsoever, as well at as in equity, and in possession, remainder, reversion, expectancy otherwise howsoever, of them the said J. B. and M. his wife, R. S. S. C. P. and E. B. and each and every of them, of, into or out the laid messuages or tenements, lands, closes, woods, hereditathis and premiffes hereby granted and released, or intended so to be, rany of them, and every or any part or parcel thereof, together with deeds, evidences and writings, escripts, copies of court rolls and maniments whatfoever, touching or concerning the faid feveral freehold belliages or tenements, closes, woods, lands, hereditaments and prebilles hereinbefore mentioned, and hereby released or intended so to u any of them, or touching or concerning the title of the cultom-

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Habendum.

Recital that grantor intitled to copyhold

premisses.

Consideration.

Habendum.
Covenant to forrender the copyholds.

Covenant that trustees have done no act to incumber.

ary or copyhold mediuages and hereditaments hereinafter covenanted to be furrendered to the use of the said G. M. and his heirs, and true copies of all such deeds, evidences and writings, which concern the fald premisses jointly with any other messuages, lands, tenements or hereditaments, now in the cultody or power of them, the faid J. B. party hereto and M. his wife, R. S. W. S. C. P. or E. B. or any or either of them, or which they, or any, or either of them can come by without fuit at law or in equity, fuch copies to be made at the costs of the said G. M. his heirs or affigns, To base and to bold, the said melfuages or tenements, closes, woods, lands, hereditaments and premisses herein before mentioned and described, and hereby granted and released, or intended so to be, with their and every of their appartenances, unto the faid G. M. his heirs and affigns, To the only use and behoof of the faid G. M. his heirs and assigns for ever, and to and for no other use, intent or purpose whatsoever, And whereas the said M. the wife of the said J. B. is intitled to an estate of inhoritance of seesimple, according to the custom of the manor of B. in the county of B. of and in Ail those customary or copyhold messages, lands, tenements and hereditaments, formerly the estate of Sir T. B. knight deceased, and in and by a certain decree of the high, court of chancery, and order of the house of lords, directed to be sold and not comprized in the alletment of the faid court of chancery to the heirs of the faid Sir J. B. whereof the faid Sir J. B. died feifed. Now this Indenture further witnesses that for the confideration aforesaid, the said T. B. party hereto for himself and the said M. his wife Dath (by and with the privity and coasent of the said R.S. W. S. C. P. and E. B. tellified as aforesaid) grant, covenant, promise and agree to and with the said G. M. his heirs and affigns, by these presents that they the said J. B. and M. his wife, her heirs or assigns, shall and will at the costs and charges of the said G. M. or his heirs, within the space of one calendar month next enfuing the date of these presents in due form of the law surrender into the hands of the lord of the faid manor, according to the cufton thereof, all and fingular the faid customary or copyhold messuages, lands, tenements and hereditaments, holden of, or lying within the faid manor, and the reversion and reversions, remainder and remainders thereof, to the use and behoof of the said G. M. his heirs and affigns for ever, according to the cultom of the faid manor, so that he the faid G. M may be admitted thereto, and be absolutely intitled to the same cultomary or copyhold premiffes and the inheritance thereof, so fold to him as aforefaid, subject to the customary rents and services payable and to be performed in respect thereof, and the said R. S. W. S. C. P. and E. B. for themselves severally and respectively, and for their several and respective heirs, executors and administrators, do separately and not iointly, or the one for the other or others of them, or for the heirs, executors, administrators, acts or deeds of the other or others of them, but each and every of them for himself only, and for his beirs, executors and administrators acts and deeds only, covenant, promife and declare, to and with the faid G. M. his heirs and assigns, by these presents, that they the said R. S. W. S. C. P. and E. B. have or hath not at any time heretofore made, done, committed or executed, or wittingly, or willingly inffered any act, deed, matter or thing whatfuever, whereby, or by means whereof the faid mediuages or tenements, closes, woods, lands and hereditaments beroby granted and released, and covenanted

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remarked to be furrendered, or intended so to be, or any of them, or any part or parcel thereof, are, is, can, shall or may be impeached, charged, affected or incumbered, in title, charge, estate or otherwise, howfoever, And for the confideration aforefaid, the faid T. B. party herete for himself, his heirs, executors and administrators, and for and in behalf of the faid M. his wife, and her heirs, Doth covenant, Covenant from promise, grant and agree to and with the said G. M. his heirs and al- grantors that pu, by these presents in manner and form following, (that is to say), they are seised that for and notwithstanding any act, deed, matter or thing whatfo- in fee. er, by them the said J. B. party hereto, and M. his wife, R. S. W. A.C.P. and E. B. or any or either of them, or the faid J. B. deceased, me, committed, executed or suffered, to the contrary thereof, they the faid J. B. party hereto, and M. his wife, R. S. C. P. and E. B. riome or one of them are, or is, and stand or standeth lawfully, substally and absolutely seised of, and in the messuages or tenements, moles, lands and hereditaments herein before by these presents granted ed released as aforesaid, with their and every of their appurtenances, s a good, perfect and indefeasible estate of inheritance, in see-simple possession, and of the said copyhold premisses so covenanted to be intendered of an absolute estate of inheritance, according to the cusm of the faid manor of B. without any manner of condition, power revocation, limitation of new or other use or uses, estate or estates, may other act, matter or thing whatfoever, to alter, change, charge, etermine, defeat, revoke or make void the same; And that for and withstanding any fuch act, deed, matter or thing as aforesaid, they ey said J. B. party hereto, and M. his wife, R. S. W. S. C. P. and B. now have in themselves, or some or one of them hath, good ht, full power, and lawful and absolute authority to grant, convey, dafure the faid messuages or tenements, closes, woods, land and meditaments hereby granted and released, and to surrender the said truifes hereby covenanted to be surrendered, or intended so to be, th their and every of their appurtenances, unto and to the use of the d. M. his heirs and affigns, in manner and form as aforefaid; If further, that for or notwithstanding any such act, matter or thing Quiet enjoystoresaid, he the said G. M. his heirs and assigns, shall and law-ment, by may from time to time, and at all times for ever hereafter peaceayand quietly have, hold, use, occupy, possess and enjoy all and singuthe faid messuages or tenements, closes, lands, woods and herediments hereby granted and released and covenanted to be surrendered, sintended to to be, with their and every of their appurtenances, and ective and take the rents, issues and profits thereof to and for his and their own use and benefit, without any lawful let, suit, hindrance, interruption or denial, claim, or demand of or by the faid J. B. party hereo, and M. his wife, R. S. W. S. C. P. and E. B. or any or eitherof them, their, or any or either of their heirs or assigns, or of or pray other person or persons whomsoever lawfully claiming, or who ball or may hereaster claim, by, from, or under them or any either of them, And that free and clear, and freely and clearly acquitted, exosetated and discharged, or otherwise, by the said J. B. party hereto, M. his wife, or one of them, or the heirs, executors or administraton of them, or one of them, well and fufficiently faved, defended, deptharmless and indomnissed of, from and against all and all manner

free from incumbrances.

Further affu-

of former and other gifts, grants, bargains, fales, leafes and releafes, mortgages, settlements, jointures, dowers, right and title of dower, uses, intails, trusts, rents, arrears of rent, statutes, recognizances, judgments, elegits, extents, executions, debts of record, debts due to the king's majesty, forfeitures, re-entries, causes of forfeiture and reentry, and of, from and against all other charges and incumbrances whatsoever had, made, committed, suffered, or done by them the said J. B. party hereto, and M. his wife, R. S. W. S. C. P. and E. B. or any or either of them, or of the said J. B. deceased, except a yearly see farm rent of 9s. or thereabouts, payable to, and also except the faid rent, quit-rent and fervices, which shall from henceforth become due and payable to the chief lord or lords of the fee or fees, of whom the faid premisses are or shall be holden; And moreover, that they the faid J. B. party hereto, and M. his wife, R. S. W. S. C. P. and E. B. and each and every of them, and the several and respective heirs of them, each and every of them, and all and every other perfon and persons lawfully claiming, or who shall or may claim any cltate, right, title, trust or interest of, in, to, or out of the said melfuages or tenements, closes, lands, woods, hereditaments and premisses herein before mentioned, and hereby released and covenanted to be furrendered, or any of them, or any part or parcel thereof, by, from or under, or in trust for them, or any or either of them or the faid J. B. deceased, shall and will, from time to time, and at all times, within the space of ten years next ensuing the date of these presents, at or upon the reasonable request, and proper costs and charges in the law of the faid G M. his heirs or affigns, make, do, acknowledge, levy, fuffer and execute, perform, perfect and finish, or cause and procure to be made, done, acknowledged, levied, fuffered and executed, performed, perfected and finished, all and every such further and other lawful and reasonable act and acts, deed and deeds, conveyances, releafes, furrenders and affurances in the law whatfoever, for the further, better, more perfect and absolute conveying, granting and affuring the faid messuages or tenements, cleses, lands, goods, hereditaments and premities hereinbefore by these presents granted and released, and cover nanted to be furrendered, or intended fo to be, and every or any part of parcel thereof, and the reversion and inheritance thereof, with their and every of their appurtenances, unto and to the use and behoof of the faid G. M. his heirs and affigns for ever, be the fame by fine or fines, common recovery or common recoveries, deed or deeds indented of roll, involved or not involled, release or confirmation, or by all and every, or any of the faid ways and means, and by any other ways and means whatfoever, as by the faid G. M. his heirs and affiges, or his or their counsel learned in the law shall be reasonably devised, advised and required, to as such further assurances so to be made, do not, or shall contain any further or other warranty or covenant than only against the party or parties who shall be required to make or execute the lane, and his, her, or their own respective heirs, acts and deeds, and soas no person be compelled or compellable for the doing thereof, to go of travel from the place of his, her or their respective abode or dwellinghouse; And loslly, the faid J. B. party hereto, for himself and the said M. his wife, and for their several heirs, executors and administrators, doth further covenant, grant, and agree to, and with the faid G. M.

Production of title deeds.

his heirs and assigns, by these presents, that for the maintenance and support of the title of the said G. M. his heirs and assigns to the said mediusges or tenements, closes, woods, lands, hereditaments and premiles hereby granted and released, that they the said 7. B. and M. his wife, shall and will, from time to time, and at all times hereafter, at and upon the reasonable request, and at the proper costs and charges in the law of the said G. M. his heirs and assigns, produce and shew forth at any trial, hearing or examination in any court or courts of law e equity, within that part of Great Britain called England, or for the perulal of his or their counsel learned in the law, the several deeds, evidences and writings particularly mentioned in the schedule hereunto mexed, provided they are not dellroyed by fire or other inevitable acedent, when and as there shall be occasion for the maintenance, manifellation or justification of the estate, interest, right, title, or possession of the faid G. M. his heirs or affigns, to the faid several messuages, tements, closes, woods, lands, hereditaments and premisses herein behe mentioned and described, and hereby granted and released, or mended so to be, with their and every of their appurtenances. In Turjs, &c.

Release of Manors, &c by the Owners and their Trustees, for Sale thereof to a Purchasor and his Trustee, in order to prevent the same from being liable to Dower.

THIS Indenture, made the 29th day of September, in the 28th year of the reign of our fovereign lord George the Third, by the pace of God of Great Britain, France and Ireland, king, defender the faith and fo forth, and in the year of our Lord 1788, Between [L. of R. in the county of K elq; and J. D. of S. in the same county, elq; of the first part, T. G. of the parish of W. in the county d. gentleman, and M. his wife, late M. R. the only furviving ur and heir of J. R. late of M. in the parish of M. in the faid county Kelg, decealed, of the second part, and the reverent J. W. of A in the country of N. clerk, and R. T. of H. in the faid rountry of gentleman, a person nominated in trust for the faid J. W. of the third part. Whereas by indentures of leafe and releafe bearing date Parties. Espedirely the 16th and 17th days of May, 1779, the release being Recital of inextressed to be made between S. S. knight, &c. of the first part, dentures of leafe dame L B. B. of the parish of St. G. II. Square, in the said county and release. of M. widow and relief of Sir IV. B. B. heretofore of the fame pa-18th, bart, her late husband, deceased, which said dame L. B. B. is one of the three daughters and heiresses of H. J. lase of R. in the said spanty of H. efg; deceased, and one of the relicuary legatees in his

last will and testament, of the second part, E. B. of the said parish of St. G. H. Square, esq; and R. B. late of the parish of St. A. H. in the faid county of M. and then and now of the parish of St. G. B. is the county of M. aforefaid, gentleman, furvivor of the truffees named in the fettlement made previous to, and in confideration of the marriage between the faid Sir W. W. B. and the faid dame L. his wife, of the third part, the honourable A. Y. of Great B. Street, in the faid county of M. widow and relict of the right honourable C. T. late, &c. her late husband, deceased, which said A. T. is another of the three daughters and co heirestes of the said H. 7. and another residuary legatee in his last will and testament, of the fourth part, the honourable and reverend J. Y fifth son of P. of, Get Sir G. H. of N. in the county of M. bart. and the reverend J. 7 rector of B. aforesaid, doctor in dirinity, furvivors of the trustees named in the settlement made previous; to, and in confideration of the marriage of the faid C. T. with the faid A. Y. of the fifth part, W. C. of B. Street, in the parish of St. M. D. in the said county of M. esq; and H. C. his wife, the other of the three daughters and co-heirestes of the said H. J. and the other residuary legatee in his last will and testament, of the fixth part, C. A. of, St. efgrs. furvivors of the trustees named in the settlement made previous to, and in confideration of the marriage of the faid W. C. with the faid H D. C. of the seventh part, the said T. G. and M. his wife, a the eighth part, J S. of the Middle Temple, London, esq; of the ninth part, E. A. late of M. A aforefaid, and then and now of L. the county of B. aforesaid, widow and relieft of the aforesaid 7. A. an a devisee in his last will and testament, of the tenth part, F. C of, Ge esq; sole executor of the last will and testament of M. C. his late wife deceased, heretofore M. B. spinster, who was the sole executrix of the last will and testament of F. R. late of, Gr. doctor in divinity, decea ed, of the eleventh part, W. W. of Little G. in the faid county of H esq; of the twelfth part, and the said C. L. and J D. of the thirteend part, and a fine acknowledged and levied in Eafter term then last before the justices of the court of common pleas at Westminster, the said C. L. and J. D. R. plaintiffs, and the faid dame L. B. B. A. Y. W. C. 20 H his wife, and T. G. and M. his wife, defendants, and other affer ances in the law, the manor of - with the appurtenances, in the county of ---- and feveral freehold meffuages, mills, lands, tent ments and hereditaments, fituate, lying and being in - and -fuages, tenements and lands hereinafter more particularly mentioned and intended to be he eby granted and released are parts, were conveyed and affured unto and to the use of the said C L, and J. D. R and their heirs, and by the faid indenture of release, the faid T. G. corenanted, that he and the faid M. his wife, or her heirs, would, on or, before the 1st day of July then next ensuing, or at the next court of courts to be holden for the respective manors of ____ the rectory of faid counties of ____ and ___ in the faid counties of ____ and ___ furrender according to the culton of the faid manors respectively into the hands of the respective lords of

the faid manors, all and every the faid meffuages, lands, tenements and hereditaments whatfoever of the faid T. G. and M. his wife, or either

and of a fine.

whereby estates conveyed to trustees

of them, holden of the faid manors respectively by copies of court-roll, and which were heretofore of the faid J. A. deccased, or of any other person or persons in trust for him, with their and every of their appurtenances, and the reversion and reversions, remainder and remainders thereof to the use of the said C. L. and J. D. R. their heirs and assess, or to the use or uses of such person or persons as should contract wagree with the faid C. L and J. D. R. or the survivor of them, or his heirs, to become the purchasor or purchasors thereof respectively, and it is in and by the same indenture of release as expressly declared beirs, should stand seised of the said manor of - and of all and grery the Gid freehold, copyhold and customary messuages, mills, lands, dements, hereditaments and premisses thereby respectively released, ad covenanted to be surrendered, with their appurtenances, upon such sufts and for such intents and purposes as are therein expressed and dethred, and herein after mentioned, of, and concerning the same, (that to say) upon trust that they the said C. L and J. D. R. or the survivor apon trust to them, or his heirs, should with the consent of the said T. G. and M. sell. wife, or the survivor of them, or the heirs of such survivor, to be sified by some writing figned by them or the survivor of them, with eir, or his or her hands or hand, make sale and dispose of the said mor of _____ and all the faid freehold and copyhold messuages, ills lands, tenements and hereditaments, with the appurtenances, in e faid counties of ---- and ---- either entirely, altogether, or in meth, or any part or parcels thereof to any person or persons who should willing to become the purchasor or purchasors of the same premisses pedively, for the most money and the best price or prices that could reasonably had or gotten for the same, and should pay, apply, and pole of the money arising by such sale or sales, in manner and for the spoles therein mentioned, and for promoting and facilitating the fale of and fingular the premisses aforesaid, it is by the same indenture furer declared and expressly agreed by and between all and every the said A named parties thereto, that the receipt or receipts of the faid $C.\ L.$ M J. D. R. or the survivor of them, or his heirs, signed with their his hands or hand, should be a sufficient discharge and sufficient dislarges to the purchasor or purchasors of the premisses, or any part errof, and to his, her and their respective heirs, executors, adminitators and assigns, for so much of the said purchase money for which ich receipt or receipts should be so given and signed as aforesaid, and after the giving and figning fuch receipt or receipts, the faid purcasor or purchasors, his, her or their heirs, executors, administrators ad aligns, should not be answerable or accountable for any loss, mileplication or non-application of the fum or fums of money which in or I luch receipt or receipts should be acknowledged or expressed to be rectived, or any part thereof, as in and by the faid recited indentures of Pake and release, and the record of the said sine, reservence being theremorespectively had, will more fully and at large appear; And whereas Recital of the faid C L and J. R. D. have, with the confent and approbation of contract. the faid T. G. and M. his wife, testified by their being parties to, and going, sealing and delivering these presents contrasted with the aforeand J. W. for the sale of the manor, messuages or tenements, lands

Confidera-

Transfer.

Parcels.
General
words applicable to a
minor.

Other par-

hereditaments hereinaster by these presents granted and released, and also of the copyhold messuages, lands, tenements and hereditaments herein after mentioned to be furrendered, being part of the freehold and copyhold messuages, lands, tenements and hereditaments by the said recited indenture granted and released, and mentions to be surrendered, with their appurtenances, to him the faid J. W. who agreed to become the purchasor thereof at or for the price or sum of 5103 l. 10 s. Now therefore this Indenture witnesseth, that for and in consideration of the sum of 5103 l. 10 s. of lawful money of Great Britain, to the faid C. L. and 7. D. R. well and truly paid by the faid J. W. at or immediately before the fealing and delivery of these presents, with the consent and by the direction of the faid T. G. and M. his wife, testified in manner aforefaid, the receipt of which faid sum of 5103 l. 10s, the faid C. L. and 3. D. R. do hereby acknowledge, and thereof and of and from the fame and every part thereof do acquit, release and discharge the said 7. W. his heirs, executors and administrators, for ever, by these prefents; And also for and in consideration of the sum of 5 s. of such lawful money as aforefuld to the faid C. L. and J. D. R. in hand paid by the faid R. T. at or before the fealing and delivery of these presents, with the like confent and direction of the faid T. G. and M. his wife, tellified as aforefaid, the receipt whereof is hereby acknowledged; And alfe for and in confideration of the further fum of 10s, of fuch lawful moncy as aforefaid to the said T. G. and M. his wife, likewise well and truly paid by the said T. W. and R. T. at or immediately before the fealing and delivery of these presents, the receipt whereof is hereby acknowledged, They the said C. L. and J. D. R. with the consent and by the direction of the said T. G. and M. his wife, testified in manner aforesaid, Have, and each of them Hath bargained, sold, aliened, released and confirmed, and by these presents D_0 , and each of them D_0 bargain, sell, alien, release and confirm; And also the said T. G. and M. his wife Have, and each of them Hath granted, bargained, folds aliened, released and confirmed, and by these presents Do, and each of them Doth grant, bargain, sell, alien, release and confirm unto the said J. W. and R. T. (in their actual possession now being) by virtue of a bargain and fale to them thereof made by the faid C. L. J. D. R. T. G. and M. his wife, in confideration of 5 s. by indenture bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the same indenture of bargain and sale, (and by force of the statute made for transferring uses into possession,) and their heirs, All that the manor or lordthip, &c. And also all and fingular heaths, warrens, furzes, moors, marthes, rivers, freams, waters, ponds, ways, walte grounds, hawkings, huntings, fishings, fowlings, views of frank pledge, courts baron, the perquifites and profits of courts, reliefs, escheats, fines, quit rents, fce farm rents, commons, fincs, forfeitures, amerciaments, fervices, waifs, cilrays, and all other liberties, privileges, franchiles, pre-eminences, rights, royalties, immunities, profits, commodities, emoluments, and appurtenances whatfoever, to the faid manor or lordship belonging, or in any wife appertaining, or accepted, reputed, taken or known, as part, parcel or member of the same; And also all that, &c. all which faid feveral closes, pieces and parcels of land and pallure ground dove house, orchards, gardens, and the scites of the ground

whereon the said messuages or tenement and buildings stand, are discharged and exempted from the payment of all and all manner of tithes, Free from both great and small, modustes and compositions for tithes, and all other tithes. meckfastical dues and payments whatsoever, belonging to the rectory of aforefaid, for the time being, in and by the award in writing By virtue of braining date the 25th day of March last past made by the commissioners an award. in present majesty king George the I hird, intituled, An act for dividing and enclosing the open and common fields, and other commonable lands nd grounds in the parish of ____, in the county of ____, and molled in his majesty's court of common pleas at Westminster, in Easter tun lail, And also, all that, &c. and all messuages, out-houses, dove- Further parbuses, barns, coach-houses, stables, edifices, buildings, yards, orch-cels. mis, backfides, woods, underwoods, and the ground and foil thereof, edges, dirches, trees, fences, ways, waters, water-courses, com-General mos of pasture, rights, liberties, privileges, advantages, profits, com- words. modities; emoluments, exemptions from tithes, hereditaments and anpremances what soever, to the said manor, messuages or tenements. ads, hereditaments and premisses hereinbefore releated, or mentioned, rimended so to be, or any of them, or any part or parcel thereof bebeing or in any wife appertaining, and the reversion and reversions, minder and remainders, rents, issues, and profits thereof, And ulfo the estate, right, title, interest, use, trust, property, claim and deand whatfoever, of them the faid C.L. and $\tilde{J}.D.R.$ T.G. and It his wife, and each and every of them, of, in, to, or out of the manor, messuages or tenements, lands, hereditaments and prethe, and every or any of them, or any part or parcel thereof, And Together Wall deeds, evidences and writings, court rolls, books, recitals, ef- with all his and muniments what soever, that relate to, or concern the faid ma. deeds. worlordship, or the said freehold messuages or tenements, lands, mediaments and premisses herein before released, or mentioned, or mended to be, or any of them, or to the cultomary or copyhold mefes, lands, and hereditaments, hereinafter covenanted to be furrenbid, or any of them only, and not jointly, with any other messuages, ads and hereditaments which now are in the hands, custody or power the faid C. L. T. D. R. T. G. and M. his wife or any of them, which they, or any of them, can come by without fuit at law or in puty, and true copies of all fuch other deeds, evidences and writings their or any of their hands, cuttody or power, or which they, or any them can come by, without fuit at law or in equity, or relate to and concern the said freehold, or copyhold premisses, or any of them jointwith any other messuages, lands or tenements, such copies to be made with costs of the faid T. G. his executors or administrators, To have Habendum. and to bold, the faid manor or lordship, and all and every the messuages tenements, cottages, closes, fields, lands, hereditaments and premiks hereby released or mentioned, or intended so to be, with their appunenances, unto the faid J. W. and R. T. their heirs and affigns, to the only noe and behouf of the same J. W. and R. T. and of the As to the beirs and assigns of the said J. W. for ever, Nevertheless, as to the estate for life efface for life of the said R. T. in the said premisses in trust, only for of the said the laid J. W. his heirs and assigns, And whereas, the said T G. and R. T. in trus. M. his wife, with the privity and approbation of the said C. L. and for the said 7. D. R.

Recital of furrenders.

L and F. D. K. feverally, that they have done no act to incumber. Covenant to le-D that faid C of them are premiffes.

J. D. R. testified by their being parties to, and sealing and delivery of these presents, did by surrender bearing date the ---- day of --- now last path, duly surrender into the hands of the lord of the manor of ——— and ——— in the faid county of that, &c. to which the faid M. the wife of the said T. G. was admitted tenant at a general court baron holden for the faid manor, on the ---- and ---- days of November, 17-, and the reversion and reversions, remainder and remainders of all and singular the faid copyhold or cultomary meffuages, lands, tenements, hereditaments and premisses, to the use and behoof of the said J. W. his beats and assigns for ever. And whereas, the said T. G. and M. his wife, with the like privity and approbation of the faid C. L. and J. D. R. tellified as aforelaid, by one other furrender bearing date the - day of - instant, duly surrendered into the hands of the General words. lords of the said manor _____, otherwise _____asoresaid, All the &c. together with all ways, waters, easements, commons, profits, commodities, advantages and appurtenances whatfoever, to the faid messuage or tenement belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, equity, property, claim and demand whatfoever of them the faid T. G. and M. his wife, or either of them, of, in, or to the same, to the use and behoof of the said J. W. and of his heirs and assigns for ever, we cording to the custom of the said manor, and the said C. L. for him-Covenant by C. felf, his heirs, executors and administrators, and the said J. D. R. for himself, his heirs executors and administrators, do and each of the doth, feverally and respectively, and not jointly, or the one for a other of them, or for the acts, deeds, heirs, executors or administra tors of the other of them, but each of them for himself, and his ot acts, deeds, heirs, executors and administrators only, covenant, pr vy a fine. mise and agree to and with the said J. W. his heirs and assigns, be Covenant by J. these presents, that they the said C. L. and J. D. R. or either them, have not or hath not, at any time heretofore made, done, come L J. D. H. J. mitted or executed, or wittingly, or willingly permitted or suffered a G. some or one act, deed, matter or thing whatsoever, whereby or by means where the faid manor or meffuages, or tenements, lands, hereditaments and the saidfreehold premisses hereby respectively released and expressed to be surrendered or mentioned, or intended fo to be, or any of them, or any part or parel thereof, are or is, or can or shall, or may be any way impeached, charged, affected or incumbered in title, estate, or otherwise, howse ever, and for the confideration aforefaid, the faid T. G. doth for himself, his heirs, executors and administrators, covenant, promise, grant and agree, to and with the faid J. W. his heirs and assigns, by these prosen's in manner and form following, (that is to say,) that for or notwiththanding any act, deed, matter or thing, by them the faid C. L. J. D. R. T. G. and M. his wife, or any of them, or any of their ancestors, made, done, committed or executed, or wittingly, or willingly permitted, or suffered to the contrary, they the said C. L. J. D. R. T. G. and M. his wife, or some or one of them, now are, or is seised of, of intitled to a good, fure, absolute and indefeasable estate of inheritance in fee simple, of and in the faid manor, messuages or tenements, lands, bereditaments and premisses hereby released or mentioned, or intended fo

to be, with their appurtenances, and at the respective times of making And at the time the faid furrender, were or was feifed, or intitled to them, and their or of making the some, or one, of their heirs, according to the custom of the faid manors faid surrenders fome, or one, of their heirs, according to the cuttom of the raid manors are feifed acmy or copyhold meffuages, lands or tenements and premisses herein custom of the before mentioned to have been furrendered, with their appurte-faid manor to maces, without any manner of condition, power of revocation, li-them or their minion of use or uses, estate or estates, or any other restraint, heirs of the said muter or thing whatsoever, to alter, change, charge, incumber, lef-copyhold mesin, determine, defeat or make void the same estates, and that for suages, &c. and notwithflanding any fuch act, deed, matter or thing, as aforefaid, they the faid C. L. J. D. R. T. G. and M. his wife, or fome, or me of them, now have or hath in themselves or himself, good right, follpower, and lawful and absolute authority, to grant, bargain, sell, missie and convey all the faid manor, messuages, lands, hereditaments and premisses hereby released, or mentioned, or intended so to be, with their appurtenances, unto and to the use of the said J. W. and And have good A.T. and the heirs and assigns of the said J. W. in manner aforesaid, right to release according to the true intent and meaning of these presents, and at the said freshold septedive times of making the said recited surrenders, had good right, premisses power and lawful and absolute authority, to surrender ail the said ppybold or customary messuages, lands, tenements and premisses herebefore mentioned to have been surrendered, with their appurtenances, theuse of the said J. W. his beirs and assigns in manner aforesaid, and also that it shall and may be lawful to and for the said J. W. his heir and affign, from time to time, and at all times, for ever, hereaf-And at the time n, peaceably and quietly to have, hold, use, occupy, possess and en-of making faid of all the faid manors, messuages or tenements, lands, hereditaments surrenders good d premisses, hereby respectively released and mentioned to be surren-right and authoand, or intended so to be, with their appurtenances, and receive, rity to surrender In take the rents, iffues and profits thereof, to, and for his, and their cultomary mefwa use, without any lawful let, suit, trouble, hindrance, interrupti-suages, to to denial, claim or demand whatsoever, of, from or by the said C L. use of the said 3. D. R. T. G. and M. his wife or any of them, their or any of their T. W. his heirs wis or affigns, or from, or by any other person or persons whomseever, and alligus. wing or lawfully claiming, or who shall, or may hereafter have, or who shall, or may hereafter have, or who shall, or, in, to or out of the or any part thereof, by, from, through, under or in trust for him, them, or any of the ancestors of the said M. G. and that free and and freely and clearly and absolutely acquitted, exonerated and Micharged, or otherwise, by the said T. G and M. his wife, or one When, their, or one of their heirs, executors or administrators, well infliciently faved, defended, kept harmless and indemnified, of, from, and against all and all manner of former and other gifts, grants, largains, sales, leases, releases, mortgages, settlements, jointures, forers, rights and titles of dower, uses, trusts, intails, annuities, sees, rent-charges, rent feck, and arrears of rent, flatutes, recogni-Anners, judgments, elegits, extents, executions, debts of record, this due to the king's majesty, forfeitures, re-entries, cause and causes of forfeiture and re-entry, and of, from and against all other estates, Aghts, titles, charges, and incumbrances whatfoever, made, done, comwired or executed, or willingly or wittingly permitted or suffered by the

Except, &c.

For further affarance.

faid C. L. J. D. R. T. G. and M. his wife, or any of them, or any of her ancestors (save and except the rents and services which ought, from henceforth, to be paid, done and performed, for, or in respect of the said copyhold, meffuages, lands, tenements and premiffes herein before mestioned, to be furrendered respectively; (And moreover, that they the said C. D. J. D. R. T G. and M. his wife, and all and every other person and perfons having or lawfully claiming, or who shall or may have, or lawfully claim, any estate, right, title or interest, whatsoever, of, in, to, or out of the faid manor, freehold and copyhold meffuages or tenements, lands, hereditaments and premuffes hereby respectively released and mentioned to be furrendered, or any of them, or any part or parcel thereof, by, from, under or in trust for them, or any of them, or any of the ancestors of the said M. G. shall and will, from time to time, and at all times, within the space of 20 years next ensuing the date of these prefents, upon the request, and at the costs and charges of the faid J. W. his heirs or assigns, make, do and execute, or cause and procure to be made, done and executed, all and every fuch further and other lawful and reasonable acts, deeds, matters, conveyances, surrenders and assurances in the law whatfoever, for the further, better, more perfect and absolute conveying, surrendering, and affuring all the said manor, freehold and copyhold, or customary messuages or tenements, lands, heredi-*aments and premisses hereby respectively released, and mentioned to be furrendered, with their appurtenances, unto and to the use of the said J. IV. his heirs and affigns for ever, in manner before mentioned, as by the said J. W. his heirs or assigns, or his, their, or any of their counsel learned in the law, shall be reasonably advised, devised and required, to as fuch further assurances or any of them, do not contain any further or other warranty or covenant than against the person or persons who shall be required to make or execute the same, and his, her or their own refpeclive heirs, executors and administrators, acts and deeds only, and so as no person be compelled or compellable for the doing thereof, to travel or go from the place or places, of his, her or their respective abodes or dwellings, And lufly, the faid T. G. doth hereby for himself, his heirs, executors and administrators further covenant, promife and agree to and with the said J. W. his heirs and affigns, that they the said T. G. and M. his wife or one of them, their or one of their heirs or assigns, shall . and will, from time to time, and at all times hereafter, upon the requelt, and at the costs and charges of the said J. W. J. W. his heirs or assigns, produce and shew forth, or cause, and procure to be produced and thewn forth at any trial, hearing, or examination, in any court or courts of law or equity, or other courts of judicature, within that part of Great Britain called England, or for the perusul of his or their counsel learned in the law, as occasion shall be or require, the several deeds, evidences and writings, which are mentioned and specified in the schedule hercunder written, when, where, and as often as there shall be occasion for the defence, manifestation, maintenance and support of the estate, right, titleff or possession of the said J. W. his heirs or 25 figns, of, in, or totle faid manor, meffuages or tenements, lands, hereditaments, and premisses hereby released, or mentioned, or intended so to be, with their appurtenances, unless the said T. G. and M. his wife, and each of them, and their respective heirs and assigns, shall be prevented or hindered from so doing, by fire or other inevitable ascident. In Witness, &c.

Release

Release, with Limitations to prevent Dower, so framed as to enable the Purchafor to make a valid Conv. vance without the Interpolition of his

THIS Indenture, made the --- of --- in the year of, &c. and in the year of our Lord — Between A. B. — of in the county of ____ and C. his wife, of the one part, and D. E. of ____ in the countr of ____ and W. R. of ___ a truffee samed on the part and behalf of the faid D. E. of the other part, Witnesselb, that the said A. B. --- for and in consideration of the Consideration. from of _____ of lawful money of Great Britain, to him in hand at immediately before the fealing and delivery of these presents, by the Mid D. B. well and truly paid, the receipt whereof he doth hereby acknowledge, and thereof and from every part thereof doth acquit, rehase and discharge the said D. E. - his executors, administrators and assigns, by these presents, and also of the sum of 5 s. of like money to him the faid D. E. in hand, also paid at or immediately bethe the fealing and delivery hereof, the receipt whereof is hereby acmowledged, Hath granted, bargained, sold, aliened, released and confirmed, and by these presents Doth grant, bargain, sell, alien, retale and confirm unto the said D. E. and W. R. (in their acwal possession now being by force and virtue of one indenture of bar- Lease for ayear. Finand fale, bearing date the day next before the day of the date of thefe presents to them made by the said A. B. - in consideration of 5s. by them paid to the faid A. B. ——— for the term of one year commencing from the day next before the day of the date of the fame indenture, and of the flature made for transferring uses into possession) to his heirs, all that one fourth part, proportion or there of and in that, &c. and also all the part, property, share, estate, right, title, imereit, use, trust, benefit and equity of redemption, claim and de-Parcels. mand whatfoever, of him the faid W. M. — of, in, to, or out of the same premisses, every or any parcel thereof, in any wise howsotra; tt, ther with all deeds, evidences and writings touching or conterning the same premisses, or any part thereof aione, which he the fid A. B. _____ now hath in his custody or power, or can or may some by, without fuit in law or equity; and true copies of all other such as concern the premisses jointly with any other lands or tene nents, to be made at the charge of the faid D. E. his heirs or aligns; To bave and to bold the faid fourth part or share, of and in the faid Habendum mediages or tenements, and all and fingular other the premisses herein before mentioned, or intended to be hereby released and confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the faid D. E. ____ and W. R. to purchafor's their heirs and affigns, for ever, to the use of such person and persons, appointee.

To purchasor for life.

To truftee duchafor.

To purchasor and his heirs in

for such estate and estates, interest and interests, and to and for such ends, intents and purposes, and upon such trusts, and charged and chargeable in such manner, and subject to such powers of revocation and new appointment, and other powers, provisoes, conditions, limitations, declarations and agreements, as the faid D. E. ____ shall, at any time or times, and from time to time, by any deed or deeds, instrument or instruments in writing, to be sealed and delivered by him ha ring life of pur- the presence of, and attested by, two or more credible witnesses, direct limit, or appoint, and in default of or until fuch direction, limitation, or appointment, or in case any such should be made, then subject there to, and when and as the estate or estates, interest or interests thereby directed, limited, appointed or created, shall respectively end and des termine, and in the mean time subject thereto, and unto such part parts of the same premisses, and all such estate and interest therein which no such direction, limitation or appointment shall be effectual made as aforesaid, to the use and behoof of the said D. E. his assigns, for and during his life, and from and after the determination of that estate, by any means, in his life-time, to the use and behoof the faid W. R. and his heirs, during the natural life of the faid D. --- in trust nevertheless to and for the only benefit of the said - and his assigns, and from and after the determination of the estate so limited, in use to the said W. R. during the life of the said B.

Covenant to le- E. to the use and behoof of the said D. E. his heirs and assigns see wy a fine. ever, And to and for no other use, intent or purpose whatsoever; (4)

> (a) It is necessary here to observe, that there are several modes whereby estate may be conveyed so as to avoid dower.

Ex. gratia, by a limitation to the use of the purchasor and a trustee, their heirs, jointly, in trust nevertheless as to the estate of the trustee for the purchafor and his heirs; or,

To the use of a purchasor and a trustee, and the heirs of a purchasor and trustee, in trust nevertheless as to the estate of the trustee for the purchasor s his heirs; or

In order to give the purchasor a power of disposing of the estate at any the without the concurrence of the truftee, the estate may be limited, in the instance, to the use of the purchasor's appointment by deed or will, and in defa thereof, then in either of the above modes; or

In order to proferve the legal inheritance to the purchasor, it may be, is a fault of his appointment, to the use of a trustee and his heirs, during the purch for's life, in trust for the purchasor and his assigns, remainder to the use of the purchasor and his heirs. But which latter forms are combined in the above por cedent.

The latter, and certainly the most efficient modes of preventing dower, we as I have been informed, first hit upon by Mr. Feerne, whose knowledge 200 sbilities in this line of the profession, certainly stand unrivalled; And thou some have entertained doubts as to its efficacy, they appear to me to have arises from not having fufficiently confidered the nature, effect and operation of fucial limitation.

The first cavil which has been made upon the above limitation, is, as to the efficacy of the power of appointment, on which it has been observed, that a limit tation of the fee comprehends every power of appointment whatfoever: that therefore the infertion of it is unfrecessary. But this is clearly a military Mr Fearns in an answer to this observation, contained in an opinion which I have

And the faid A. B. - for himself, his heirs, executors and admimikators, and for the faid E. ------ his wife, doth covenent, promiscand agree to and with the said D. E. his heirs and assigns, by these prefests, That He thre faid A. B. - and C. his wife, shall and with the proper costs and charges of the said D. E. his heirs and ashis, before the end of Michaelmas term next, acknowledge and levy. whe his majesty's justices of the court of common pleas at Westminster, the faid D. E. and his heirs, one or more fine or fines, fur cognihas de droit come ceo, &c. with proclamations thereupon to be had and le, according to the form of the statute in that case made and proth of the faid one fourth part, of, and in the faid several messuages, ments, and all and fingular other the premisses herein before mentid'orintended to be hereby, released or confirmed, with their appurmees, by such apt and proper names, descriptions, quantities and exemainties as shall be thought requisite or needful in that behalf, ich faid fine and fines, so as aforesaid, or in any other manner to be and levied, shall be and enure, and shall be constitued, adjudged, med and taken, and is, and are hereby declared by and between the parties to be and enure to the uses aforesaid, and to and for no let use, intent. or purpose whatsoever. And the said A. B. for him. Covenant that

Covenant that vendor feiled in fee.

chablishes the: futility of this observation beyond a doubt? For that great! probleves, " That a person scifed in see, cannot by a more instrument in writing, pass that see, or make it out in another; but a proper form and mode of conveyance is requilite to pais the estate; whereas, under a power of ming the use, a person may, by such instrument, west the see in another theut-say of the usual coremonics requisite to a conveyance of lands: Thur mon is, that in the one case the person can only dispose as owner of the land, in the other he acts infrumentally only, according to his power or authority, and propositee does not come in as under him, or deriving the estate from him, Recomes in under a title paramount; namely, under that conveyance by hich the power of appointment was referred, just in the same manner (as to point now under confideration) as if the use had been declared to such ap-Nee; in such conveyance itself; instead of awaiting the interpolition of the Nument by the persons to whom such power was reserved. This he is the doctrine upon which the great question in the east of Sir Edward.

1. 6 Ca Rip. 18. was decided, and which has since been consirmed and Milled by a variety of authorities And this is the true reason that an appear must under such power (as that in the above precedent) prevents the from dower, because the appointee, under the execution of such powers. sorderive his title from the hufband, or from or out of the estate that he hehalband) was seifed of at the time of the appointment, but comes in strictly, the uses of the original conveyance by which such power was reserved. mattle user to be declared by fuch appointment being in order prior to the relate of the husband by relation, from the time of the said conveyance to the property of the state of th

is wonthin principle that a feme covert may execute a power over her own; which the could not do, if the were exercising an act of ownership inthe lightness of an inframental authority as an agent, by virtue of a power
and under a third-person, or instrument paramount her marriage, by which
capacity of acting upon her property is suspended. Vid. 2 Term Reports, 63:

"Men. 92. I Vent 361. This consequence is surther illustrated in AmVol. V.

Bb bill's

Good right to convey

Quiet enjoyment.

Free from inenmbrances.

self, his heirs, executors and administrators, doth further covenant, promise and agree to and with the said D. E. his heirs and assigns, by these presents, in manner and form following, (that is to say,) That he the faid A. B. now is, and stands lawfully and rightfully seised of the faid fourth part of and in the faid feveral meffuages or tenements hereinbefore mentioned, and intended to be hereby released, and every part and parcel thereof, with the appurtenances, of a good, fore, ablolute and indefeasible estate of inheritance in fee simple, without any manner of condition, limitation, or matter or thing, to alter, change, charge and defeat the same, and that he now hath in himself, good right, full power, and lawful authority, to bargain, fell, release and confirm the same, and every part and parcel thereof, with their appor-tenances, unto the said D E. and W. R their heirs and alligns, to the vies, and in manner and form aforesaid: And also that the said fourth part of the said messuages or tenements, and all and singular other the premisses, with their appurtenances, now are and be, and so from henceforth, from time to time, and at all times hereafter, shall be, remain and continue unto the faid D. E. and W. R. their heirs and assigns, to the uses aforesaid, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by him the faid A. B. his heirs, executors or administrators, well and sufficiently saved, kept harmless and indemnified, of, from, and against all and all manner of former and other gifts, grants, bargains, fales, leafes, jointures, dowers, mortgages, recognizances, statutes, judgments, extents, utles, troubles, charges and incumbrances whatfoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or wittingly or willingly furfered by him the faid A.

Mer's Rep. 341. where it is held, that if a husband be in debt and then executor a power to jointure a wife, that jointure is not void as to creditors, because the wife does not claim under him.

It is necessary also to remark here, that the power is only an additional mean given to the husband of aliening again, free from dower, and not of the essace of a limitation to bar dower. The limitation interpoled between the effate, for life of the husband, and the fee to a trustee and his heirs, during the life of the husband, is equally adequate to effect this purpose, although the power of appointment be omitted. For the interposed estate is clearly a wested remainder, and being to, prevents the hulband from an actual feilin of the fee in polletton, and this is of the effence of the wife's title to dower, which will not attach upon & reverfionary interest, which the subsequent limitation to the husband in see, in fuch case, must be, if the intermediate estate be vested, and I presume that it is . fo, cannot be disputed. But though I take this proposition to be clear, it is predent to guard against dower, by the insertion of the power of appointment a well as the intervening limitation to the appointce.

Perhaps it may be faid, that the interpolition of a truftee and his heirs during the life of the purchasor, will not prevent the estate from vesting so far as to entitle the wife to dower, but resembles the interposition of trustees to preserve contingent remainders, which will not hinder the vefting of an eftate gives to the heirs of one who takes a preceding chare for life, so as to enable the heirs to take by purchase: but that turns upon another principle, laid down in Sbelly's afe, 1 Rep. 93. and which has nothing to do with a tenancy in dower.

B. or any person or persons lawfully claiming or to claim, by, from, or under him, or by or with his act, means, consent, neglect, default, printy or procurement: And laftly, that he the faid A. B. his heirs, Farther affer executors and administrators, and the faid C. his wife, and all and rance. every other person and persons, lawfully claiming or to claim, any estate, right, title, or interest of, in, or out of the said hereby bargained or released premisses, or any part thereof, by, from or under him, shall and will, at all times hereaster, upon the request, and at the proper costs and charges in the law, of the said D. E. his heirs or aligns, make, do and execute, all and every such further and other acts, matter and things for the further and better conveying of the faid hereby released premisses, with the appurtenances, unto the said D. E. his heirs and assigns for ever, as by him or them, or his or their counsellearned in the law, shall be reasonably advised, devised or required, to as such further assurances contain no further warranties than against the persons making the same, and so as the persons, to make the same, be not compelled or compellable to go or travel further than the cities of London and Westminster, for doing thereof. In Witness, &c. J. J. P.

(B) Lease and Release, being a Conveyance to alter the Property, &c.

THIS Indenture, made, Sc. Between W. W. of, Sc. gent. fon and heir of W. W. late of, &c. esq; deceased, J. W. of, be and C. W. spinster, only daughter of the said J. W. of the one part, and I. M. of, &c. of the other part, Witneffeth, that for and in consideration of the sum of 5 s. of, &c. to the said W. W. and C. W. in hand paid by the said I. M. at, &c. the receipt, &c. They the said W.W. J. W. and C. W. Have, and each of them Hath granted, rekaled and confirmed, and by these presents Do, and each of them Duth, Gr. unto the said I. M. (in her actual possession, Gr.) and to her heirs and assigns, All and singular the messuages, lands, tenements, bereditaments, and real estate, whatsoever and wheresoever, to which they the faid W. W. party hereto, J. W and C. W. or either of them, are seised of or interested in, in possession, reversion, remainder expectancy, by virtue of or under the last will and testament of the faid W. W. deceased, bearing date the 22d day of March, &c. and the reversion, &c. and all the ellate, &c.. To bave and to bold the said mefluages, lands, tenements, hereditaments, real estate and premisses, with the appurtenances, unto the said I. M. her heirs and assigns, To the only proper use and behoof of the said I. her heirs and assigns for And this Indenture further witneffeth, that for and in confideration of the like fum of 5 s. by the faid I. M. paid to the faid W. W. party hereto, J. W. and C. W. at or before the fealing and delivery B b 2 thereof,

thereof, the receipt whereof, is hereby acknowledged, they the faid W. W. party hereto, J. W. and C. W. Hape, and each of them. Hath. bargained, fold, affigued, transferred and fer over, and by these presents Do, and each of them Doth, &c. unto the said I. M. her executors, administrators and assigns, All and singular the goods, chattels, personal estates, monies and effects, whatsoever and wheresoever, late of the faid W. W. deceased, and to which they the faid W. W. party, hereto, J. W. and C. W. or either of them, is or are, or shall or may be possessed of, interested in, or entitled unto, by virtue of or under the said last will and testament of the said W. W. deceased; And all the estate, right, title, interest, trust, property, possession, claim and demand whatfoever, both at law and in equity, of them the faid W. W. party hereto, J. W. and C. W. or either of them, of, to or out of the faid hereby affigned premiffes, and every part and parcel thereof; To base and to bold the laid goods, chattels, personal estate, monies, and effects herein before alligned, or mentioned or intended to to be, with their and every of their appurtenances, from henceforth, upto the .faid I. M. hex executors, administrators and assigns, to her and their own proper use and benefit. In Witness, &c.

Release from an Buccutor, and Depilee in Fruit, and the Heir of the Testator, for the same Consideration as is mentioned to be paid by the Purchasor in an assignment of a Mortgage Term, in Trust for him.

HIS Indepture of three parts, made, &c. Between A. of executor of the last will and testament, and also devisee of B. late of - deceased, of the first part, C of - brother and heir of the faid B. deceased, of the second part, and D. of the third part, Witneffeth, that for and in confideration of, &c. paid by the faid D. by the direction of the faid A. unto E. of - (the confideration of one indenture of affignment tripartite, bearing date, Be. and A made between the said Er of the first part, and the said D. and truftee, of the third part) being in full of the sum agreed for the absolute purchase of the premisses hereunder granted, and for and in consideration of the sum of 5 s. a-piece, of, &c. to them the said A and C. in hand, Gr. the receipt, Gr. they the faid A. and C. Have granted, &c. and by, &c. unto the said D. (in the actual possession, &c.) and to the heirs and affigns of the faid D. for ever, All that, Gr. and the reversion, &c. and all the estate, &c. together with all and singular deeds, Ge. To have and to bold, &c. (as usual): And, &c. Covenant from A. that, not with flanding any oft of him, or B. deceofed, be is seefed in fee; and bath good right to grant; and that D shall peaceably

Release from one going beyond Sen, of the fifth Part of Lands expedient on the Determination of an Effate for Life, to Truffees, in Truff sa fell for the Benefit of the Releasor.

THIS Indenture, made, &c. Between A. of _____ fon of Bilate of _____ deceased, of the one part, and C, widow and select of the said B. the father, and D. of - of the other part. Whereas, &cc. (Recital of a deed whereby the vendor was insisted to use of the premisses): And whereas the laid A. intendeth to reside for ome time beyond the feas: Now this Indeuture evituessith, that to and Frihe end, intent and purpole, that the faid C. and D. and the furfor of them, and the heirs and alligns of fuch furvivor, may fell and pole of one fifth part of and in the laid manor, Gr. limited, apfinted and belonging to him the faid A. and in confideration of 5 s. kwful. Ge. to him the said A. in hand, at, &c. by the said C. and D. well and truly paid, the receipt whereof, &c. and for other food confiderations him thereunto moving, he the said A. Hath grant-I, bargained, fold, aliened, releafed and confirmed, and by, &c. is the faid C. and D. (in the actual pollelion, &c.) and to the heirs, e one full and equal fifth part, Gr. and the reversion, Gr. and all estate, &c. To bave and to hold the faid one full and equal fifth it et and in the said - unto the said C. and D. and their sin and affigus, to and for the ule and behoof of the faid C. and P. their beirs and affigns for ever. (Add covenant from the vender, that e's seised in fee, expedient on the death of F. that the premisses are free me incumbrances, and for further affurance. (Vide tit. Covenant). In Witness, &cc.

Release of Lands, &c. from the Husband and Wife and their eldes son, to a Father and his Son, and the Heirs of the Father, with proper Covenants, and the Son's Declaration of his Name being used in Trust for his Father in the Purchase, and that he will convey as his Father shall direct.

HIS Indenture, made, Ge. Between A. of, Ge and B. his wife, and C. fon and heir apparent of the faid A. of the one part, and D. of, &c. and E fon of the said D. of the other part, Witnesseth, that for and in consideration of the sum of lawful, &c. to the said A. and B. his wife, and C. in hand by the said D. well and truly paid, and in confideration of 5 s. of like money to the faid A. and B. his wife, and C. in hand likewise paid, at, or, C_c by the faid E_c the receipt, C_c the faid A_c and B_c his wife, and C. do hereby feverally acknowledge, and themselves to be therewith, Uc. and thereof, Uc. acquit, Uc. the said D. and E. their heirs, executors, administrators and assigns for ever, by these presents, they the faid A. and B. his wife, and C. Have, and either and every of them Hath granted, &c. and by, &c. Do, &c. fully and absolutely grant, &c. unto the faid D. and E. (in the actual poffession, &c. by force and virtue, &c.) made by the faid A. in confideration of 51. a-piece, &c. and to the heirs and assigns of the said D. and R. for ever, All, &c. and the reversion, &c. and also all the estate, &c. of them the said A. and C. either or any of them, or of any other person or persons in trust for them, or any of them, or for their or either of their use or uses, of, in, to, or out, &c. together with all and singular deeds, &c. To have and to hold, &c. unto the said D. and E. their heirs and assigns for ever. (Covenant from A. and C. to D. that A. B. and C. Shall levy a fine to D. and E. to the use of D. and his beirs and assigns for ever. From A. to D. that A. and C. are lawfully seifed in fee simple of sectail without any remainder, &c. and that they have power to convery; and that the seed D. and E. and the heirs and assess of D. stall peaceably enjoy, free from incumbrances; and that A. and C. shall make further assurance which shall enure to the use of D. and hu heirs and ashigns. Vid. tit. Covenants). And the said E. doth hereby for himself, his heirs and assigns, acknowledge and declare, that his name is used in these presents, and in the before mentioned bargain and fale, bearing date the day next before the day of the date of these presents, in trust and for the only proper use and behoof of the said D. his heirs and assigns; and that the said sum of tion money herein before mentioned to be paid by the faid D. for the purchase of the said premisses, was the proper monies of, and was paid by the said D, and that he the said E, his heirs and assigns, will at

any time hereafter, at the request of the said D. his heirs and assigns, convey and assure the said premisses herein herore granted, sold and conveyed, and every or any part thereof, and all his or their right, title, claim and demand, of, in and to the same, by virtue of these presents, unto the said D. his heirs and assigns, or unto such other person or persons, and for such use and uses, as he or they shall direct and appoint. In Winness, &c.

Recese from a Husband and Wife, of the Wife's Land in Expediency, to a Falber and Son, and their Heirs, with a Declaration from the Son that his Name was used in Trust, and that the Purchase money was paid by the Father.

THIS Indenture, made, Gr. Between A. of - and B. his wife, daughter and only child of C. late of - deceafed, the was brother of D. late of ---- deceased, of the one part, and of ____ and F. fon of the faid E of the other part, Witneffeth. u, Ge. of _____ l. Ge. to the faid A. and B his wife, Ge. by the hid E. well, $\operatorname{\mathscr{C}c}$, and of ς s. $\operatorname{\mathscr{C}c}$, by the faid F, the receipt, $\operatorname{\mathscr{C}c}$, the A. and B. Have, &c. and by, &c. unto the faid & and F. (in the Mual, Uc (and to the heirs and assigns of the said E_1 and F_2 for ever, Athat, &c. (which premisses are bought and purchased by the afore-D. deceased, and descended and came to the said B. wife of the A as next heir of G. her coulin, deceased, who was nephew and is of the aforesaid D. deceased) To bave and to bold, &c. unto the hid E. and F. their heirs and assigns for ever, to and for the only proper and behoof of the faid E. and F. and of their heirs and affigns for was. (Covenants from A. for bimself and wife to levy a fine, that A. and B. are lampfully seised in see-simple, for the use of said A. and B. and the beirs and affigure of faid B. immediately expectant on the death of H. wwwife of J. and formerly wife of G. deceased, without any remainder, ac. and bave right to grant; that E. and F. Shall peaceably enjoy; free from incumbrances; and that A. and B. will make further affurances, &c. Vid. tit. Covenants). And it is hereby declared and acknowledged by the faid F. for him, his heirs and affigns, that his name is used in these presents, in trust only, and to and for the use and behoof of the said L his heirs and affigns, and that the said ---- L the consideration maney paid for the purchase of the premisses, was his proper monies. In Witness, &ca

Release from Husband and Wife, their Children and a Truffee, of Partoff Lands settled to Uses, pursuant to a Power in the Settlement.

HIS Indenture of three parts, made, &c. Between A. (bufband) of ---- fon and heir of B. late of ----- deceased, and also nephew and heir of C. late of —— deceased, and F. the wife of the said A. and D. (the truffee) of —— of the first part, J. of fon and heir apparent of the faid A. H. of - of J. - K. of - L. of - and M. of - (which faid G. H. T. K.L. and M. are the children of the laid A. by the laid F. his wife), of the second part, and E. of — of the third part, Witneffeth, that and in confideration of the fum of -- of, &c. to the faid A. and F. his wife in hand, &c. by the said E. well and truly paid, (being the fum agreed, (Sa.) and in confideration of to s. a piece of like money to the faid D. G. H. &c. in hand, &c. by the faid D. likewise well at truly paid, the receipt, &c. the faid A. and P. his wife, and like the faid D. G. H. G. Have, and each of them Hath granted, & and by these presents Do, and each of them Dorb fully and absolute grant, &3. unto the faid E. (in the actual possession, &z. by sitteen &c. to him thereof made by the faid A. and D. in considerations Ge. by indenture, Ge. and by force, Ge.) and to the beirs, Ge. A that, E.c. and the reversion, E.c. and all the estate, E.s. whatsom in law and equity, of them the faid A. and F. his wife, D. G. H. Va or any of them, or any other person, together with all and singular deeds, &c. To have and to hold, &c. (Commant from the buffrant) himself and wife, and from the children, that they will betry a fi From the husband, that notewithstanding any ast of his father or work, to and D. his fon are lawfully feifed; and that be, his wife and children, have power to convey, free from incumbrances and for further uffurance; and from D. the eldest for, that he has not incumbered). In Witness, &c.

Robot from a Eather and his eldest Son of several Mussiages, &c. in Confidenation of Martgage-Money paid off, &c. with Exceptions of found Things to be affigured for the Menefit of the Purchasor.

MIS Indenture, made, Isc. Between A. of ____ and B. eldeft for and heir apparent of the faid A, by C. his wife, deceafed, the one part, and D. of --- of the other part, Witneffeth, that for in confideration, Sc. (of mortgage money paid off, fee vit. Confidera-Nandin goolideration of a fum of, Sc. to the faid A. and B. in hand paid, We the receipt and payment of which faid farms of, We. he faid loveral furns of ---- and --- make in all the furn of fre to paid as aforefaid, for the absolute purchase of the frethold inheritance of the mellinges or tenements and premisses heroin afprisped, they the faid A. and B. Have, and each of them Hath u, Gr. and by, Er. Do, &c. fully and absolutely grant, Er. unto D. (in his actual possession, &c.) and to the heirs and assigns of D, far ever, Allahat, &c. and the reversion, &c. and also all the to the together with all and singular the deeds, &c. (Vide ut. Par-I To have and to hald the faid meffuages, Go. and all and finwher the premisses herein before, &c. (as usual.) (Warranty the father and fon, Vide tit. Warranty. Covenant that the venere seised in see, and have power to grant, and that the purchasor quietly enjoy, free from incumbrances, except, &c. which is assigned the benefit of the purchasor. Vide tit. Exceptions, and a covenant further assurance.) In Witness, &c.

desse from two Persons seised of an Estate in Fee, subject to a Mortpay, to Trustees, to be fold, and the Money to pay off the Mortgage, and the Surphys to be to fuch Uses us the Promisses were before talk as

1**7**,

HIS Indenture of three parts, made, &c. Bateveen W. W. of, &c. of the first part, N. J. of, &c. of the first part, N. J. of, &c. of the third part, and W. J. of, &c. of the third w. W. was and W. W. of, &c. of the third with the first of and in the capital melliage, &c. And subcreas the said with are mortgaged to the said N. J. and W. D. for 500 l. Now this

this Indenture witneffeth, that for the better securing and speedier raising the faid mortgage debt of 500 l, and all interest due or m grow due for the same, and in consideration of the sum of 10 l. of, &c. to the faid W. W. and B. M. in hand paid by the faid W. T. and W. V. at, Gr. and for other, Gr. They the faid W. W. and B. M. by the direction and appointment of the faid N. J. and W. D. testified, &c. Have, and each of them Hath bargained, sold, asfigned, released and confirmed, and by, &c. unto the said W. 7. and W. V. (in their actual, Gc.) All that, Gc. and the reversion, Gc. and all the estate, &c. To bave and to bold the said capital message, &c. unto the said W. J. and W. V. their heirs and affigns, to the only use and behoof of the said W. J. and W. V. their heirs and assigns for ever, On the trusts and to the ends, intents and purposed herein after mentioned, (that is to say) upon trust that they the said W J. and W. V. and the survivor of them, and the heirs of such survi vor, shall and do, as soon as conveniently may be, sell the said, 84 hereby bargained and fold, or intended so to be, and out of the more arifing by fuch fale, in the first place, pay off and discharge the said mortgaged debt of 500 l. and all interest due or to grow due for the fame, together with the colls, charges, damages and expences of the faid N. J. and W. D. and after payment thereof, on trust, to pay the refidue of the money arifing by fuch fale; (the faid trustees charge and expences occasioned by the trust in them reposed, being first de ducted), to fueh person and persons, and to such use and uses, and a fuch trusts, as the said premisses hereby bargained and fold were liab to, at and before the execution of this present conveyance; And, & (A covenant for peaceable enjoyment on the trufts aforefaid). In Wil ness, &c.

Release from a Debtor to one of his Creditors, in Trust for the Releases the Rest of the Creditors, towards Payment of the Releasor's Debts.

of the one part, and B. of ______ (the release) of the other part, Witnesseth, that towards the payment and satisfaction of the several debts and sums of money which the said A. oweth to his creditors, mentioned in certain indentures tripartite, bearing even date with these presents, made between the said A. of the sirst part, and the said B. &c. and for and in consideration of 5 c. of lawful, &c. to the said A. in hand, at, &c. by the said B. well and truly paid, the receipt, &c. he the said A. Halb bargained, sold, aliened, insected, released and confirmed, and by, &c. doth fully and absolutely gram, &c. unto the said B. (now being in the actual possession of the premises herein after mentioned, by force, &c.) and to the heirs and assigns

of the said B. for ever, All that, & s. To have and to hold unto the said B. his heirs and assigns, to and for the only proper use and behoof of the said B. and of his heirs and assigns for ever; In Trust nevertherefor the purpose declared and mentioned in the before mentioned interpretate, bearing even date with these presents. (Covenants, that the said A is seised in see; hath right to convey; that B. may quietly say; and that A. will make further assurance, to the use of B.) In surse, &c.

that from the above Creditor and Truffee, with the Confent of the other Creditors, to a Purchasor.

THIS Indenture of three parts, made, Uc. Between B. of (the creditor and trustee, and now the releasor) of the Apart, C. D. E. F. and G. (the other creditors) of the second part, H. of —— - (the purchafor) of the third part. Whereas indenture of leafe and releafe, the leafe bearing date the, k, and the release the, &c. and made, or, &c. between of ---- of the one part, and the said B. of the other part, haid A towards payment and fatisfaction of the several debts and sof money which he owed to his creditors, mentioned in certain in-Interes tripartite, bearing even date with the faid recited indenture of thate, made between the said A. of the sirst part, the said B. (by the me of, C_c .) one of the creditors of the faid A, and trustee named and pointed for the purposes herein after mentioned, of the second part, d the said C, &c. creditors also of the said A. of the third part, and in consideration of, &c. Did grant, &c. unto the said B. &c. All that, Us. To bave and to bold, &c. In trust nevertheless, and for the purofes in the before mentioned indenture tripartite, bearing even date with te faid recited indenture of release declared and expressed, (that is to (b) Upon truft, and to the intent and purpose, that the said B. his heirs, thould with all convenient speed sell and dispose of the said premiles (among other things) for the best advantage of all the said crediwas of the said A that he or they could; And upon further Trust, that after deduction of all necessary charges and expences, as well in ed about the sale of the said premisses, and other charges relating to be execution of the trusts in them reposed, he the said B. his heirs, to distribute and divide the remainder of the monies which should pile and be received by, from, or in respect of the said premisses, to minlelf, and to and amongst the rest of the said creditors of the said A. parties to the before recited or mentioned indenture tripartite, in proportion according to the several debts to him and them respectively the and owing, mentioned in the schedule thereunto annexed, or secording to the account of the faid debts, as the fame should be proved and appear to be, for and in full payment and fatisfaction of the fund several debts due and owing to them as aforesaid, or to that effect, ar by the said recited indentures of lease and release, and indenture tripartite.

proparate, relation, &c. Now this Industry acitneffeth, that for and in confideration of ---- of lawful, &c. to the laid B. in hand, at, &c. by the faid H. well and erally paid, (by and with the confest, direction and appointment of the faid C. D. E. F. and G. reshifed by their being parties to, and figuing and fealing thefe profents) which faid from of ---- is the time from of money which is mentioned to the the confideration of a certain writing or assignment under the hand and seal of the said B. and the said C. D. &c. bearing even date with these presents, indorfed on an indenture of demise under the hand and seal of the said A. bearing date, &c. the receipt, &c. and in pursuance of the trust in him the said B, reposed as aforesaid, he the said B. Hath granted, &c. and by these presents, by and with the like consent, direction and appointment of the faid C. D. &c. testified as aforesaid, Doth fully, &c. unto the faid H. (now being in the actual possession, &c.) by force, &c. made by the faid B. for the confideration of 52. by indenture tripartite, &c. (between the same parties), and to the heirs of the faid H. for ever, All that, &c. and all and fingular other the premisses, in and by the said recited indentures of lease and release, mentioned and intended to be granted, bargained, sold, releafed and confirmed to the faid B. his heirs and affigus as aforefaid, with the appurtenances, and every part and parcel thereof and the reversion, &c. and also all the estate, &c. of him the said B. of, in, &c. by force, virtue or means of the said recited indentures of lease and release, or by any other ways, & together with the faid recited indentures of leafe and releafe and all other deeds, To have and to bold the said other the premisses herein before, Gr. (as ufual); And, Gr. (Go evenant that the traffer has not incumbered, and to make further affurance, to the use of the purchusor. Vide lit. Covenants.) la Witness, &c.

Part of a Draught of a Release and Assymment of Prechold and Leasebold Estates to Trustees, to pay 501, per Ann. until a Debt of 4001; paid.

NHIS Indenture, &c. – - And, whereas the faid T. W. is. justly indebted to the said. W. H. in the sum of 400 %, of &t. for making a provision for repayment theseof, the said M. W. hath conented and agreed that the faid W. H. and G P. shall convey, and afign the faid freehold and leafehold premisses unto the said. A. and B: mon the trusts, and to and for the intents and purposes, and with, unher and subject to the provisoes, covenants and agreements herein aftermentioned and expressed touching and concerning the same: Now this Indenture evitnessets, that as well for the confideration, and to and for he intents and purpoles aforefaid, as also for and in consideration of be sum of 5.s. a-piece of, &c. in hand well and truly paid to the said W. H. and G. P. by the said A. and B. at, &c. the receipt, &c. bey the faid W H. and G P. (at the special instance and request, med by and with the consent, direction and appointment of the said M. and T. W. her husband, testified by their being parties to,, and executing of these presents) Have, and each of them Haib bargained, old, released and confirmed, and by these presents Do, and each of hem Doth, &c. unto the said---- (in their actual poffession now king, &c.) and to their heirs and assigns. All those the said freehold. veffuages, &c. and the reversion, &c. and all the estate, To have and bold the same freehold messuages, or tenements and premisses, and very part and parcel thereof with the appurtenances, unto the faid A: and R. their heirs and assigns, To the Use and behoof of the said A. and B. their heirs and affigns, during the natural life of the faid M. W. and no longer, upon the trusts, and for the intents and purposes, and with and under and subject to the provise, covenants and agreements. kerein after mentioned and declared touching and concerning the same: and this Indenture further witneffeth, that the faid W. H. and G. R. for the same considerations, and to and for the same intents and perposes, and at and by the same instance and request; consent and appointment as aforefaid, Have and each of them Hath hargained, fold, signed, transferred and let over, and by these presents Do, and each M them Doth, &c. unto the faid A, and B. their executors, adminifrators and affigns, All that the faid leasehold, Ge. and all the estate, Us. of them the faid W. H. and G. P. or either of them, of, in, to. wont of the same premisses, and every or any part or parcel thereof; To have and to hold the same lessehold messuages, or tenements and premifes, and every part and parcel thereof, with the appurtenances, unto the faid. A. and B. their executors, administrators and assigns, from henceforth

henceforth for and during all the rest, residue and remainder of the said term of 61 years thereof demised as aforefaid, yet to come and usexpired, under and subject to the said reserved yearly rent of 61. payable for the same as aforesaid, upon the trusts, and to the intents and purposes, and with, under and subject to the provisoes, conditions and agreements herein after mentioned, touching and concerning as well the said freehold as leasehold premises; (that is to say) Upon Trust, in the first place, that they the said A and B. or the survivor of them, or the heirs, executors or administrators of such survivor, do and shall pay or cause to be paid unto the said W. H. his executors, administrators or affigns, by and out of the rents, issues and profits of the said respective premisses, the yearly rent or sum of 50 l. of, &c. by equal half yearly payments, at Lady-day and Michaelmus-day in every year, until the faid respective principal sums of 200 l. and 200 l. so due to the said W. H. as aforefaid, shall be fully paid and satisfied, with proportionable interest for the same from henceforth, (in case the said M. W. shall happen to live so long, and not otherwise); the first of the half yearly payments of the faid yearly rent or sum of 50 l. to begin and to be made upon Michaelmas-day next enfuing the date of these presents, without any deduction or abatement whatfoever out of any or either of fuch halfyearly payments, for or in respect of any taxes, charges or impositions whatsoever; And in the next place, do and shall permit and suffer the faid M. W. to take, receive and enjoy all the rest and residue of the rents, issues and profits of the said freehold and leasehold premisses, (over and above the said yearly payments of 50 l. unto the said W. H. as aforefaid) and all the rents, issues and profits of the same premises, from and immediately after payment and latisfaction of the faid principal fum of 400 l. by 50 l. a year as aforesaid, for her sole use, benefit and behoof, during the term of her natural life, according to the faid will of the said W. H. without the power and controll of the said T. W. her husband, and that her receipts only shall from time to time bea fufficient discharge for the same: Provided always, and it is hereby declared and agreed by and between all and every the parties to these prefents, and the true intent and meaning of them, and every of them, and of these presents, is and are, that in case the said M. W. shall happen w die before the faid principal sum of 400 l. shall be fully paid and satisfied by fuch yearly payments as aforefaid; or in case the said sum of 400 l. shall be fully paid and discharged by such yearly payments as afore-said; or in case the said sum of 400 l. shall be fully paid and discharged in the life-time and before the decease of the said M. W. then and in either of the faid cases, and immediately upon and after such death or payment as aforesaid, these presents, and every clause, matter and thing herein contained, shall cease, determine, and be utterly void, to all intents and purposes whatsoever; And then, and in either of the said cases, they the said W. H. and G. P. or the survivor of them, and the heirs, executors and administrators of such survivor, shall stand seifed and posfeffed of and in the faid freehold and leasehold premisses, and every put and parcel of them respectively, with the appurtenances, upon such trusts, and to and for fuch uses, behoofs, intents and purposes, as are mentioned and declared, touching and concerning the same, in and by the said recited will of the faid W. H. any thing herein contained to the contrary thereof in any wife notwithstanding; And the said M. W. doth hereby inipower,

impower, direct and appoint the said A. and B. and the survivor of ... them, and the heirs, executors and adminstrators of such survivor, to pay the faid yearly furn of 50% by and out of the rents and profits of the faid respective premisses, unto the faid W. H. his executors, admisilitators or assigns, until the said principal sum of 400 l. shall be fully said and satisfied, (in case he shall happen to live so long) according the true intent and meaning of these presents; And the said W. H. (line no all to incumber the premisses; the like covenant from P.) In Vitue∫s, &c.

ruftes Conveyance of their Truft to new Truftees, upon the same Trust as before, being a very particular and special Conveyance, and drawn and approved of by several eminent Counsel.

HIS Indenture of Three parts, made, &c. Between R. M. of, &c. gent. and P. his wife, (formerly the widow and relict of S. late of, Gr. esq; deceased) of the first part, E. B. of, Gr. and H. of, Uc. of the second part, and R. M. of, Uc. gent. and J. of, Gr. gent. of the third part. Whereas by indentures of Icase Recital of release, bearing date on or about the 17th and 18th days of Sep- first settlement ther 1711, the faid release, being Tripartite, and made or mentioned of Mrs. M. be made between the faid P. M. (by her then name of P. S.) of the before her mar-Heart, the faid R.M. of the second part, and the faid E.B. and riage, of all H. of the third part. (reciting that a marriage was then included to her real and H. of the third part, (reciting that a marriage was then intended to personal effate. had and solemnized between the said P. and the said R. M. and that baid R. M. by virtue of the said then intended marriage, would be intitled to a considerable fortune with the said P. over and besides tral and personal estate of the said P. therein after mentioned and inked to be thereby conveyed, assigned and settled, to and upon the selustes, trusts intents and purposes therein and herein after mentionand expressed) In Consideration of the then intended marriage, and other considerations therein mentioned, the said P (with the conk, good liking and approbation of the faid R M.) did grant, release Parcels. confirm unto the laid R. B. and C. H. and their heirs, all those andivided third parts, the whole into three equal parts to be divided, [21], &c. (which faid messuages, farms, lands and hereditaments, re late the inheritance of H. A. gent, deceased, late father of the P.) and all other the freehold melluages, lands, tenements and herepaments what soever of her the said P. situate, lying and being in the buty of T. To bold unto the said E. B. and C. H. and their heirs, to Habendum. tule of the said P. and her heirs, until the solemnization of the said to and to the to intended marriage; and from and after the folemnization thereof, use of trustees en to the use and behoof of the said E. B and C. H. and their heirs, upon several and during the natural life of the faid P. upon truft, and to the in-pay the rents to tent her during life

afterwards

for her separate tent and purpose, that they the said E. B. and C. H. and the survivor ale and benefit; of them, and his heirs, favoild pay and dispose of the rents, iffher and profits of all and fingular the faid premiffes, from time to time; arther fliould be received, unto the faid P. during the term of her patural like to be paid unto her own proper hands, or to fuch person or person, at the by any note or notes, writing or writings to be by her figned, flouid from time to time appoint; the same to be paid for the separate and recall liar use and benefit of the said P. and not to be liable to the debts, ex gagements, incumbrances or control of the faid R. M. and that the receipts or acquittances of the faid P. by her figned with her own preper hand, (notwithstanding the intended coverture of her with the fail R. M.) or of such person or persons by her to be appointed as aforest to receive the fame, should be from time to time sufficient to discharge the faid E. B. and C. H. their heirs, executors, administrators as affigns, and the tenant and tenants for the time being of the faid pet miffes; of and for the faid roots, iffues and profits of the premifes, for much thereof as should be thereby from time to time, and at all time acknowledged to be received from them or any, of them, their or any heirs, executors, administrators or assigns; and from and after the des of the said P. to the use of such person and persons, and for such esta and estates, as the said P. (whether covert or sole, and notwithstanding her coverture) by any deed or deeds, writing or writings to be by t fealed and delivered in the presence of two or more witnesses, or by I last will and toltament in writing, or any writing, purporting to be last will to be by her published, signed and fealed in the presence of the or more witnesses, should limit; direct and appoint; and for want fuch limitation, direction or appointment, and until fuch direction, lie tation or appointment should be made, and until such estate and esta so limited, directed or appointed, should respectively, commence a take effect, and as such estate or estates so limited, directed or appar red, should respectively end and determine; and as to such parts thereo whereof no limitation, direction or appointment should be made, tot use and behoof of the right heirs of the said P. for ever. And it is the faid recited indenture of release further recited; that the faid P. possessed of and interested in a certain messuage or tenement, farmlands, with their appurtenances, fituate, lying and being in M. in. faid county of I. for the remainder of a certain term of 21 years the to come, by virtue of one indenture of densife and leafe thereof, ma and granted by, &c. unto the faid T. S. in his life time; it is by the fi indenture of release further witnessed, that for the considerations there mentioned, the faid P. (by and with the confent, good liking and app bation of the faid R. M.) did bargain, fell, assign, transfer and over unto the find E. B. and C. H. their executors, administrators: affigure, all the faid leafehold meffinge or tenement, farm and land with the appurtenances, fituate, lying and being in M. aforefaid; a every part and parcel thereof, and all and fingular other the premited in and by the faid indenture of Icase demised by the said, Gr. onto the faid, T. S. as aforefaid; to hold unto the faid E. B. and C. H. the executors, administrators and affigns, from henceforth for and during all the rest and residue of the said term of 21 years, then to come as unexpired, and for and during any other terms for years, which full the said P. had or was intitled unto the said leasehold premisses, or any

part

to the use of whom, as she by will or writing should appoint; and for want thereof, to her own right hoise.

Recites her leafchold diate,

and that the affigned the ne to faid truffees for the remainder of the terms,

But thereas, subject to the several trusts, and to the intents and purpo es therein after expressed and declared concerning the same, viz. In trust in the but they the faid E. R. and C. H. their executors, administrators and first place, to there and profits of the same leasehold premisses, as should be requirement to the same leasehold premisses, as should be requirement and after to the rate and profits of the same leasehold premisses, as should be requi- and after to be for the sines, for the renewing from time to time of stand possessed. in land therein and herein before in part recited indenture of leafe, and in trust for her, fame to be renewed at the end of every seven years, to be computed &c. till the mm the commencement of the faid in part recited original indenture of marriage, and. me, or within any shorter time, at the direction of the said E. B. and afterwards in trust to dispose the sand the survivor of them, his executors, administrators and after the rents there. ps, and hould fland possessed of the faid leasehold premisses, so to be of to herself, parted as aforefaid, in truff for the faid P. her executors, administra- for her separate and affigns, until the sulemnization of the said then intended mar use during her ; and from and after the folemnization thereof, then upon trust and life, and liferdence, and to the intent and purpole, that they the faid E. B. and wards A and the lurgiver of them, his executors, administrators and alligne, and pay and dispose of the rents, iffues and profits of the faid levepremisses, from time to time as they should be received, unto the stands, or to luch person or persons, as by any note or notes, writpar willings to be by her signed, the should from time to time appoint: son to be liable to the dribts, engagements, incumbrances or conof the faid R. 11. and that the receipts or acquittances of the faid he her ligged with her own proper hand, (notwithstanding her then the coverture of the said R. M.) or of such person or persons by to be appointed as aforefaid to receive the same, should be from time time lufficient to discharge the said E. B. and C. H. their executors, sufficients and aligns, and the tenant and tenants for the time being be said leasehold premisses, of and from the said rents, issues and of the lame premisses, or so much thereof as should be thereby, supply to time, and at all times, acknowledged to be received from h their or any of their executors, administrators or assigns respec-; and from and after the death of the faid P. Then in truff for in truff for fuch person and persons, and for such chate and estates, as the said P. persons, as she ther covert or fole, and notwithstanding her then intended coverture should appoint, the faid R. M.) by any deed or deeds, writing or writings to be by and for want seled and delivered in the presence of two or more witnesses, or by thereof, in trust all will and testament in writing, or any writing purporting to be her for her executo be by her published, signed and sealed in the presence of tors and admior more witnelles, should limit, direct or appoint; and for want stratoceinch limitation, direction or appointment, and until such limitation, chion or appointment should be made, and until such estate or estates imited, directed or appointed, should respectively commence and seeffect; and as such estate or estates so limited, directed or appointhould respectively end and determine; and as to such parts thereof, Meet no such limitation, direction or appointment should be made, wif for the only benefit and advantage of the executors and admini-Mars of the faid P. And it is by the faid indenture of release furrecited, that by indenture of mortgage, bearing date on or about Recites ber fethe full day of May, &c. R. D. the elder of, &c. gent. and R. D. for money. Vol. V.

by dued or will

Habendum lot 1000 years to D.

Redeemable on payment ef 530/.

Reciting the 530 L unpaid.

P. by consent of R. M. affigns to E. B. and C. H.

for the remainder of 1000 years, subject to the trufts after mentioned.

Recites N. P.'s and W. P.'s 100 l.

And A. P.'s bond to P. for 159%.

plate.

the younger, son and heir apparent of the said R. D. the elder, for and in consideration of the sum of 500 L to them paid by the said P. did grant and demise unto the said P. all those messuages, lands, tenements and hereditaments, with the appurtenances, commonly called or known by the name of N. lying within the parish of T. in the county of, &. which were then late the inheritance of W. B. esq; deceased, formerly in the possession of J. D. and then or then late in the possession of D. D. widow of the said J D. to hold unto the said P. (then P. S.) her executors, administrators and assigns, from the date thereof, for and during the term of 1000 years from thence next enfuing, at and under the yearly rent of one pepper corn; in which faid last mentioned indenture, there is a proviso contained for the making void the same indenture on payment by the faid R. D. the elder, and R. D. the younger, unto the said P. of the sum of 530 l. in manner, and at the several days and times therein limited and appointed for the payment thereof and then long fince past; and reciting that the said sum of 530 l. was not paid pursuant to the said proviso in the said indenture of montgage contained, by reason whereof the said term of 1000 years became abfolutely vested in the said P. her executors, administrators and assigns it is by the said recited indenture of release further witnessed, that for the considerations therein mentioned, the said P. (by and with the consess good liking and approbation of the faid R. M.) did bargain, fell, affigu transfer and set over unto the said E. B. and C. H. their executors, at ministrators and assigns, all the said messuages, lands, tenements and hereditaments therein and herein before mentioned to be fituate in the faid parish of T. and demised by the said R. D. the elder, and R. D. the younger, unto the faid P. her executors, administrators and affigu as aforefaid, and every part and parcel thereof, with their and every their appurtenances; to hold unto the faid E. B. and C. H. their exp cutors, administrators and assigns, from thenceforth for and during the rest and residue and remainder of the said term of 1000 years th to come and unexpired, and for and during any and every other ten or terms for years which she the said P. had or was intitled unto in the same premisses, subject to the several trusts, and to the intents and puri poses therein after expressed, limited and declared of and concerning the fame. And it is by the same indenture of release further recited that N. P. of, &c. and W. P. of, &c. by their bond or obligation bond to P. for bearing date on or about the 18th day of October, &c. became bound unto the said P. in the penal sum of 200 l. conditioned for the payment of 100 l. unto the said P. her executors, administrators or affigue, at a certain day therein mentioned, and long fince past; And further recivity ing, that A. P. of, Ge. gent. by his bond or obligation, bearing date on or about the second of May, &c. became bound unto the faid P. the penal sum of 300 l. conditioned for the payment of 159 l. unto the faid P. her executors, administrators or assigns, at a certain day therein mentioned, and long fince past; And further reciting that the faid ? and that P was was possessed of and well intitled unto a gold watch and gold cha possessed of se- thereto belonging, a pearl necklace, &c. It was by the said indental veral jewels and of releafe further evitnessed, that for the considerations therein mentioned the faid P. by and with the confent, good liking and approbation of the faid R. M. did bargain, sell, affign, transfer and fet over unto the fai

E. B. and C. H. their executors, administrators and assigns, the said to

several and respective bonds or obligations herein before in part recited, The said P. asand all monies as well principal as interest thereupon, or by virtue there- signs the said of respectively, due and payable; and also the said gold watch and chain, bonds, jewels therein and herein before mentioned, and every of them; to bold said E. B and unto the faid E. B. and C. H. their executors, administrators and C. H. atigns from thenceforth, in as full and ample manner, to all intents, constructions and purposes, as she the said P might, could or ought to have had, held and enjoyed the same, in case the same indenture had sever been made; And it was by the same indenture of release agreed and declared, that the said several and respective bargains, sales and affiguments therein before severally and respectively made of the said mortgage so made by the said R. D the elder and R. D the younger, to the faid P. as aforefaid, and all monies thereupon due and owing, and of the faid several and respective bonds or obligations, and all mosies thereupon respectively due and owing, and of the faid gold watch, chain and ring, and feveral pieces or parcels of filver, plate, and of every of them, was upon trult, that they the faid E. B and C. H. and the furvivor of them, his executors and administrators should stand posfelled of the same premisses, in trust for the sole, separate and peculiar in trust for the the and benefit of the faid P. and should employ, deliver and dispose of separate use of the fame, and every of them, and of the proceed and produce thereof, P. as she by and of every part thereof, to such person and persons, as the said P. deed or will sparate and apart from the faid R M. (notwithstanding the intended "Ppoints. deverture) by any deed or deeds, writing or writings to be by her figned and sealed in the presence of two or more credible witnesses, or by her If will and tellament in writing, or any writing purporting to be her will, to be by her published, signed and sealed in the presence of free or more witnesses, should at any time or times thereafter appoint, det or declare, and that under fuch trufts, qualifications, conditions, bitations and agreements, as she the said P. should appoint, direct or kelare, absolutely or conditionally at her will and pleasure; and for want fuch appointment, direction or declaration, and until fuch appointtent, direction or declaration should be made, and as to such part of terts thereof, whereof no fuch appointment, direction or declaration, build be so made in trust for the said P. her executors, administrators affigns: And the said R. M. for himself, his heirs, executors, ad-R. M coverant the said affigns, did by the said indenture of release covenant names with the with the faid E. B. and C. H. their executors, administrators and truftees, that signs, that (notwithstanding any act, matter or thing to be made, done P. might make mmitted by him the faid R. M. to the contrary) it should and might a will or disbe lawful to and for the faid P. at any time or times thereafter during polition, the faid then intended coverture, and at all other times, to make fuch will, gift or disposition of the said several and respective premisses therein and herein before severally and respectively mentioned and intended to be thereby conveyed, affigued and fet over, to and for her separate use as aforefaid, and of every of them, and of every part and parts of them, and every of them and of the product and proceed thereof, as she the and every of them and of the produce and proceed thereor, as the the faid P. shall think fit, direct or declare; and that he the said R. M his should not quesexecutors, administrators or assigns, or any other person or persons tion such will claiming or to claim by, from, or under him or them, should not im- or disposition, peach, question, hinder, molest or trouble any person or persons claiming under such deed or deeds, writing or writings, will or disposition of

and that he should consent to the probate of fuch will,

nor oppose the

and to give power to trultees to fue for debus, Uc.

and that the monies and fecurities should be liable to the trufts.

That the trustecs might deduct the charges.

Not to be accountable for more than they receive, nor for interest and plate, nor for the acts of the other.

Recites the marriage took effect, and a bill brought in chancery.

or by the faid P. as aforefaid, but that all and all manner of difpolicions whatfoever, to be had, made or done of the faid premisses, or any part thereof by the faid P. at all times, should be as good and effectual in the law, as if the faid R. M. had joined in the same with the said P. or as if the faid P. were not married to the faid R. M. for and notwithstands ing any act to be done by the faid R. M. to the contrary; and that in cale the faid then intended marriage should take effect and be solemnized. and that the faid P. should depart this life in the life-time of the faid R. M. and should make such hast will or other grant or disposition as aforefaid, of all or any of the faid premistes, or should make any eng person or persons executor or executors of such her last will as aforesaid. or otherwise that he the faid R. M. his executors or administrators upon request should give his and their consent to the probate of such will, and to the allowance of fuch grant or disposition; and that he the probate thereof, faid R. M. his executors or administrators, should not oppose the pres bate thereof, or the appointment, direction, grant, disposition or enjoy; ment of the premisses by virtue thereof, by such executors or adminifirators, legatee or legatees, or any other person or persons claiming or to claim under them, or any of them, and that he the faid R. M. should and would give power and authority to the said trustees, or the furvivor of them his executors or administrators, to fue for the fair debts. Sum and sums of money in the name of the said R. M. the the faid R. M being indemnified in the faid fuits); and that such debra fum and fums of money to fecured by the faid in part recited mortgage and bonds or obligations, and every of them, when recovered and rea ceived, should be liable to the trusts therein and herein above mentioned And it is by the faid indenture of release provided, agreed and declar ed, that it should and might be lawful to and for the faid E. B. and C. H. their executors, administrators and assigns, and every of them. from time to time, and in the first place, out of all, every or any of the faid respective premisses thereby mentioned or intended to be burgained fold, affigued, transferred and fet over, or whereof any trust was there by declared, or out of the product, produce and proceed thereof, to deduct and take to themselves all their reasonable costs, charges and expences whatfoever, which they or any of them should expend or be pa unto, in or about the management of the premises, or the execution defence of any of the trusts aforefaid; and that none of them should he accountable for any more monies than what they should respectively actually receive, nor for the faid watch, chain, ring, and feveral pico of plate, or any of them, other than fuch part or parts thereof as though actually come to their respective bands, and that no one of them should be chargeable or accountable for the acts, receipts, neglects or defauls of the other or others of them: And whereas foon after the making and executing of the faid indentures of leafe and releafe, the faid then it tended marriage betwixt the faid R. M. and the faid P. was had and for lemnized: And whereas afterwards the faid R. M. and P. his wife exhibited their bill in the high and honourable court of chancery against the said E. B. and C. H. thereby setting forth, that the said in part recited indenture of lease and release were by some accident lost, but that the plaintiffs had then in their outlody a draught thereof, and that the faid deeds being executed by the plaintiff P. with the plaintiff R.'s confent, did vest the legal estate of the said freehold and leafehold premiles. .

wifes, and the faid fecurities and other the promises, in the said defeedants, and that the plaintiffs had applied themfolies to the defendants, defining them either to accept of the faid work in relation to the faid freshold and leafehold premises, or to allign the same to other truspees, R. M. and hied to the lame trult; and that the faid moracage, bonds and plate wife, against the truftees, might be affigued to the absolute wie of the plaintiff R. sthe plaintiff P. thewing that the breing and confenting to give him the fame) but that the defendants faid fettlement fuled to act in the trult, or to allign the same without direction of she was lost, id court for their indempity; the scope of the bill was, that the defindapse might accept the faid trutt, or assign the same over to other sections, and to be relieved in the premistes: And subereas the said de and prayed that plants E. B. and C. H having put in their answers to the said bill, the trustees ndthe faid draught of the faid release being sexhibited and proyed in might accept he faid cause, it man, upon Wednefilay the said not bday of July last trust, or assign ph ordered and decreed by the faid court, that the defendants she faid over to other L.B. and C. H. should convey and allign the faid trusts to such new trustees. andres, as Mr. D. one of the mallers of the faid coper, should (wish peopulent of the faid P.) direct and appoint, Subject to the same trusts Decreed the muniand in the faid stranght of the faid independent of leafe and release fame accordingly, the plaintiff's custody, and for their so doing, they were thereby and harmlels and indemnified, as by the faid indentures of leafe and subject to the minic and the draught thereof, and the faid bill, animers, decree or fame trutt as sound order, and other proceedings in the faid court, relation being before. meunto had may more fully appear: Now this Indenture Witneffeth, K in purfuance of and in obedience to the faid decree or decretal or In purfuance s and for and in confideration of the furn of ,5 s. Esc. 40 the faid E. of the decrees and C. H. in hand paid by the laid R. M. and F. H. at and before semealing and delivery bergof, the receipt whereof is hereby solingwbled, the faid E. B. and C. H. by the direction and appointment of E B. and ichid Mr. D. (tellified by his approving and allowing of these pre- C H. (1941) under his hand, in the margin of the first skin of this indenture, with the confent and concurrence, and at the special instance and self of the faid R M. and P. his wife (tellified by their being made with to, and by choir fighing and feating of thefe prefers) Huge, and of them Hash granted, released and confirmed, and by these preto De, and each of them the faid E. B. and C. H. Doth grant, he grant the freeand confirm onto the faid R. M. and J. H. (in their actual, post hold estate, log, Gr. made by the faid E. B. and C. H. for one whole year, for spolideration of 51. of Go. by indenture, Ec. and made between Merkid R. B. and C. H. of one part, and the faid R. M. and F. H. she other part, and sealed, &c., and to the heirs, All that the faid mp modified third parts (the whole into three equal parts to be undimind) Of all, sec. (The parcels in hec verba as before); To have and whole the faid awo third parts (the whole into three equal parts to be frided) of the faid melfuages, farms, lands, grounds, tenements, Ameditaments, and all and lingular other the premifies hereby granted, Minied or confirmed, or mentioned or intended to to be, and every part percel thereof, with their and every of their appurtenances, unto midiR. M., and J. H. and their heirs to the use and behonf the said M. and J. H. and their beirs during the natural life of the faul .P. M. Uten Toulland confidence, and to the intent and purpole, that they to and to the the laid R. M. and J. H. and the tarvivor of them, and the heirs of use of R. M. fuch and J. H. and their heirs for the life of P. apon trust to pay the rents thereof unto her for life for her separate use;

and after her deceafe to the use of such perfon, by as she by will or deed should appoint; and in default thereof, to the right heirs of P. for eyer.

And in further purfuance of the decree,

E. B. and C. H. affigned

the parcels of the leafehold in bac verba, as before, to the fuch survivor, shall pay and dispose of the rents, issues and profits of all and fingular the faid premisses from time to time, as they shall be received, unto the faid P. during the term of her natural life, to be paid unto her own proper hands, or to such person or persons, as by any note or notes, writing or writings, to be by her figned, as the shall from time to time appoint; the fame to be paid for the separate and peculiar use and benefit of the faid P. and not to be liable to the debts, engagements, incumbrances or control of the faid R. M. and that the receipts or acquittances of the faid P by her figned with her own proper hand (notwithstanding her coverture with the said R. M.) or of such person or persons by her to be appointed as aforesaid to receive the same, shall be from time to time sufficient to discharge the said R. M. and J. H. their heirs, executors, administrators and assigns, and the tenant or tenants for the time being of the said premisses, of and for the said rents, issues and profits of the premisses, or so much thereof, as shall be thereby from time to time, and at all times, acknowledged to be received from them or any of them, their or any of their heirs, executors, administrators or assigns; And from and after the death of the said P. To the Uk of fuch person and persons, and for such estate and estates, as the faid P. (whether covert or fole, and notwithstanding her coverture with the said R. M.) by any deed or deeds, writing or writings to be by her fealed and delivered in the presence of two or more witnesses, or by her last will and tellament in writing, or any writing purporting to be her last will to be by her published, figured and fealed in the prefence of three or more witnesses, shall limit, direct or appoint; and for want of such limitation, direction or appointment, and until such limitation, direction or appointment shall be inade; and until such estate and estates so limited, directed or appointed, shall respectively commence and take effect; and as such estate or estates so limited, directed or appointed, shall respectively end and determine; and as to fuch part or parts thereof, whereof no such limitation, direction or appointment shall be made, To the Ufe And this Indenand behoof of the right heirs of the faid P. for ever. ture further witnesseth, that in further pursuance of and in obedience to the faid decree or decretal order, and also for and in consideration of the fum of 5 s. of, &c. to the faid E. B. and C. H. in hand paid by the faid R. M. and J. H. at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said E. B. and C. H. by the direction and appointment of the faid in D. and with the confent and concurrence, and at the special instance and request of the said R. M. and P. his wife, testified as aforesaid, How, and each of them Hath bargained, fold, assigned, transferred and let over, and by these presents Do, and each of them the said E. B. and C. H. Dolb, &c. unto the faid R. M. and J H. their executors, administrators and affigns, All the faid leafehold melluages, farmand lands with the appurtenances, fituate, lying and being in M. aforefaid, . &c. and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part thereof, and all the estate, right, title, interest, use, trust, possession, term and terms of years to come and unexpired, right of renewal, property, claim and demand whatloever in law or equity of them the faid E. B. and C. H. or either of them, of, in, to, or out of the same premisses, and every or any part or parcel thereof; To have and to bold the faid leafehold meffuage or tenement

senement, farm, lands, and all and fingular other the premisses hereby Habendum, to R. affigued, or intended to be hereby affigued, with the appurtenances, M. and J. H. seto the said R. M. and J. H their executors, administrators and affigus, for the remain-from henceforth, for and during all the rest, residue and remainder of the of 21 years. faid term of 21 years yet to come and unexpired, and for and during all and every other term or terms of years, which they the faid E. B. and C. H. or either of them, have or hath, or are or is intitled unto, in the faid leasehold premisses or any part thereof; Subject nevertheless to the several trusts, and to the intents and purposes herein after expressed and declared concerning the fame, (that is to fay) In Truft that the In trust to raise Ed R. M. and J. H. their executors, administrators and assigns, money to rehall from time to time raise so much money out of and by the rents new; and profits of the same leasehold premisses, as shall be requisite for the tyment of the fines for the renewing from time to time of the faid erein before in part recited indenture of lease; and the same to be rewed at the end of every seven years to be computed from the compeacement of the in part recited original indenture of leafe, or within bay shorter time, at the discretion of the said R. M. and J. H. or e furvivor of them, his executors, administrators or assigns; And it and asterwards a hereby agreed and declared by and between all and every the faid nties to these presents, that the said R. M. and J. H. and the suror of them, his executors, administrators and affigns, shall stand defied of the said leasehold premisses so to be renewed as asoresaid, In in trust to disand to the intent and purpose, that they the said R M. and J. pose of the and the survivor of them, his executors, administrators and assigns, rents, &c.

the pay and dispose of the rents, issues and profits of the said leasehold for her life, or whom she shall be received, unto the said P whom she shall bring the term of her natural life, to be paid to her own proper hands, appoint; for to fuch person or persons, as she by any note or notes, writing or her separate use Bitings, to be by her figned, shall from time to time appoint; the same and bepefit; be paid to her fole, separate, and peculiar use and benefit, and not to t liable to the debts, engagements, incumbrances or controul of the id R. IM. and that the receipts or acquittances of the faid P. by her ned with her own proper hands (notwithstanding her coverture with e faid R. M.) or of fuch person or persons by her to be appointed as foresaid to receive the same, shall be from time to time sufficient to disderge the faid R M and J. H. their executors, administrators and Sens, and the tenant and tenants for the time being of the faid leafeaid premisses, of and from the said rents, issues and profits of the remisses, or so much thereof as shall be, from time to time, and at all nes, acknowledged to be received from them or any of them, their rom and after the death of the said P. then in trust for such person and andaster her derany of their executors, administrators or assigns respectively; and persons, and for such estate and estates, as the said P. (whether co for whom the by ert or sole, and notwithstanding her said coverture with the said R. M.) deed or will y any deed or deeds, writing or writings, to be by her sealed and de- should appoint. vered in the prefence of two or more witneffes, or by her last will and testament in writing, or any writing purporting to be her last will to be by her published, signed and sealed in the presence of three or more witneffes, shall limit, direct or appoint; and for want of such direction, limitation or appointment, and until such limitation, direction or ap And in default comment shall be made; and until such estate and estates so limited, di thereof. rected

rected or appointed, shall respectively commence and take effect; and

in this for her executors and administrators.

And in further pursuance of the decree. E. B and C. H. affigued the mortgaged bremiffes to R. M. and J. H. for the remainder of the term of 1000 years, upon the trufts hereafter mentioned.

as such estate or estates so limited, directed or appointed, shall respectively end and determine; and as to such part thereof, whereof no such limitation, direction appointment shall be made; in trust for the only benefit and advantage of the executors and administrators of the laid P. And this Indenture further witneffeth, that in further parsuance of and in obedience to the faid decree or decretal order, and in confideration of the sum of 5 s. of, Gc. to the said E. B. and C. H. in hand paid by the faid R. M. and J. H at and before the enfealing and deliver hereof, the receipt whereof is hereby acknowledged, the faid E. & and C. H. by the direction and appointment of the faid Mr. D. and with the confent and concurrence, and at the special instance and quest of the said R. M. and P. his wife, testified as aforesaid, Haven and each of them Hath bargained, fold, assigned, transferred and see over, and by these presents Do, and each of them the said E. B and C. H Doib, &c. unto the faid R. M. and J. H. their executor administrators and assigns, all the said meduages, lands, tenemen and hereditaments mentioned to be fituate, lying and being in the in parish of T. and demised by the said R. D. the elder, and R. L. the younger, unto the faid P. her executors, administrators and a figns, all the faid melluages, lands, tenements and hereditaments men tioned to be fituate, lying and being in the faid parish of T. and d mifed by the faid R. D. the elder, and R. D. the younger, unto faid P. her executors, administrators and assigns as aforesaid, a every part and parcel thereof, with their and every of their appuice nances, and the reversion and reversions, remainder and remainder rents, issues and profits thereof, and of every part thereof, and all t estate, right, title, interest, term and terms for years to come and expired, property, claim and demand whatfoever in law or equity, them the faid E. B. and C. H. or either of thom, of, in, to, or out the same premisses, and every or any part or parcel thereof; To be and to hold the faid melfuages, lands, tenements and bereditaments ben in before mentioned to be fituate in the parish of T. and every part a parcel thereof, with their and every of their appurtenances, unto the said R. M. and J. H. their executors, administrators and assign from henceforth for and during all the rest, residue and remainder the faid term of 1000 years yet to come and unexpired; and for a during any and every other term or terms for years which they the B. B. and C. H. or either of them, have or hath, or are or is intitle unto the same premisses; subject nevertheless to the several trusts, a to the intents and purpoles herein after expressed, limited and de-And further in clared, concerning the fame. And this Indenture further witneffeth, the obedience to the in pursuance of and in obedience to the faid decree or decretal order, and i for and in confideration of the lum of 5 s. of, &c. to the faid E. B. and C. H. in hand paid by the faid R. M. and J. H. at and before the enfealing and delivery hereof, the teceipt whereof is hereby acknowledged, the faid E. B. and C. H. by the direction and appointment of the faid Mr. D. and with the confent and approbation, and at the special instance and regital of the faid R. M. and P. his wife, (tellified as aforelaid) How, and each of them Hath bargained, fold, alligned, transferred and fet ofer, and by these presents Do, and each of them the hard E. B. and C. H. Doth bargain, &c. unto the fard R. M. and J. H. their executor, administrators and assigns, All the said two several and respective bonds

decree.

the faid bonds, jewelsand plate.

ar obligations herein before mentioned, and in part recked, and all monies as well principal as interest thereupon, or by virtue thereof refpedirely due and payable, And ulfo the faid gold watch and chain, and pearl necklace and diamond ring, and all and every the faid filver tea pot, lamp, plate, spoons, salvers, cups, castors, candlesticks, snuffers pale, tankard, falts and porringer herein before mentioned, and every of them; and all the right, title and interest of them the said E. B. and C. H or either of them, of, in and to the same, and every of ten; To bave and to bold the faid feveral and respective bonds or obnations, and all momes as well principal as interest thereupon tefpadively due and payable; and the faid gold watch, chain and ring, the faid feveral pieces or parcels of filver plate herein before mensiened, and every of them, unto the faid R. M. and J. H. their ex- to R . M. and micron, administrators and assigns, from henceforth, in as full, ample J. A. beneficial manner to all intents, constructions and purposes, as the E. B. and C. H. might, could, or ought to have held and enjoyed esame, in case these presents had never been made. And it is hereby Declaration of tered and declared, that the faid several and respective bargains, sales the trust of the and mortgage so made by the said R. D. the elder, and R. D. the bonds, jewels panger, to the fuid P. as aforefaid, and all monies thereupon due and and plate, mg, and of the faid several and respective bonds or obligations, and monies thereupon respectively due and owing, and of the said gold sech, chain and ring, and several pieces or parcels of silver plate, and every of them, is upon the trults, and to the intents and purpoics prin after mentioned and expressed, limited and declared, and of and dicerning the same, (that is to say) upon trust, that they the said R. and J. H. and the survivor of them, his executors, administrators dastigns, shall stand possessed of the fame premisses, In Truft, for in trust for the Fole, toparate and peculiar use and benefit of the said P. M. and sole, separate ploy, deliver and dispose of the same, and every of them, and of the use and benefit botted and produce thereof, and of every part thereof, to such per- of P. and to or persons as the faid P. separate and apart from the said R. M. dispose thereof, to twith standing her coverture with the said R. M. by any deed or to whom the by deed or will beds, writing or writings, to be by her signed and sealed in the pre-should appoint. ace of two or more witnesses, or by her last will and testament in tiking, or any writing purporting to be her last will, to be by her pubed, signed and sealed in the presence of three or more witnesses, all at any time or times hereafter appoint, direct or declare absolutely conditionally at her will and pleasure; and for want of such appointment, direction or declaration, and until such appointment, direction declaration shall be made, in trust for the said P. M. her executors, coministrators and assigns. And the said R. M. for himself, his heirs, executors and administrators, and for every of them, doth covenant R. M. covenants with the said R. M. and J. H. their executors, administrators and afthat P. his wife igos, by these presents in manner and form following, (that is to say) may make a will that (norwithstanding any act, matter or thing made, done or commit- or disposition of ted, or to be made, done or committed by him the faid R. M. to the all the premifies. contrary) it shall and may be lawful to and for the said P. at any time or times hereafter during her coverture, and at all other times, to make such will, gift or disposition of the said several and respective premisses, herein before severally and respectively mentioned and intended to be

and shall not question such will or disposition, but the came shall be as not married; fuch will and

pofe fuch propate or disposition;

and give power to the truftees to fue for debts.

hereby conveyed, assigned and settled to and for her separate use as aforefaid, and every of them, and of every part and parcel of them, and every of them, and of the produce and proceed thereof, and of every part thereof, as she the said P shall think sit or direct, appoint or declare; And that he the faid R. M. his executors, administrators or alligns, or any person or persons claiming or to claim, by, from or under him or them, shall not impeach, question, hinder, molest or trouble any person or persons claiming under such deed or deeds, good in law, as writing or writings, will or disposition of or by the said P. as aforesaid; if he had joined But that all and all manner of dispositions whatsoever to be had, made therein, or were or done of the premisses or any part thereof by the said A. at all times, shall be as good and effectual in the law, as if the faid R. M. had joined and that he shall in the same with the said P. or if the said P, were not married to the give his consent said R. M. for and notwithstanding any act done or to be done by the fuch will and faid R. M. to the contrary; And further, in case the said P. shall de-such disposition, part this life in the life-time of the said R. M. and shall make such last will or other grant or disposition as aforesaid, of all or any of the said premiffes, or shall make any one person or persons executors or administrators of such her will as aforesaid, or otherwise; that he the said R. M his executors or administrators, upon request, shall give his and their confent to the probate of such will, and to the allowance or grant and shall not op- of such disposition; And that he the said R. M. shall not oppose the probate thereof, or the appointment, direction, grant, disposition or enjoyment of the faid premiffes by virtue thereof, by fuch executors or administrators, legated or legatees, or any person or persons claiming under them or any of them, according to the true intent and meaning of these presents; And that he the said R. M. shall and will give power and authority to the faid truffees or the furvivor of them, his executors or administrators, to sue for the said debts, sum and sums of money to fecured by the faid in part recited mortgage and bonds or obligations; and every of them, when recovered and received, shall be liable to the trust abovementioned, expressed and declared of the same respectively. Provided always, (power for the truffees to deduct their charges, fee tit. Proviso.) In Witness, &c.

Letters of Attorney to receive Money Stock, &c.

A General Letter of Attorney to receive Debts.

VNOW all Men by these presents, that I A. B. of -(a) for divers good causes and confiderations me bereunto moving, we made, ordained, authorized, constituted and appointed, and by ese presents Do make, ordain, authorize, constitute and appoint C. D. — my true and lawful attorney (irrevocable) for (b) me and in name, and to my use, (or, but to the use of him the said C D.) to ask, mand, fue for, recover and receive of E. F. of _____ (c) All and try such sum and sums of money, debts and demands whatsoever, ich now are due and owing unto me the faid A. B. by and from the E.F. And, in default of payment thereof, to have, use and take all Mul ways and means, in my name, or otherwise, for the recovery errof, by attachment, arrest, (diffrefs) (re-entry) or otherwise, (and compound and agree for the same). And on receipt thereof acquitices, or other sufficient discharges for the same, for me, and in my ve, to make, seal and deliver, And to do all lawful acts and things efocuter concerning the premisses, as fully in every respect as I mymight or could do if I were personally present, and an attorney or comies under him for the purpoles aforesaid to make, and at his pleabeto revoke; bereby ratifying, allowing and confirming all and whateter my faid attorney shall in my name lawfully do, or cause to be one, in and about the premisses, by virtue of these presents. In Vitne/s, &c.

(e) These are words often lest out as superfluous.

(c) Or, Of and from all and every person and persons whatsoever, whom it wh, shall or may concern.

⁽b) When there are two atternies, fay, Have made, &c and by, &c. B. of, Be and C of, &c. jointly, and either of them severally, to be my true and wind attornies and attorney, for me, &c.

To two Persons, but in case of Death, Absence or Resultal of both another of them, then to another alone, or exists either of them the will as.

Impower D. and E. &c. jointly, and either of them a verally; and in case of the decease, absence or results of the said D. at E. or either of them, to act as our attornies by virtue hereof, then to ordain, constitute and impower F. &c. alone or together, with either them the said D. and E. as shall be living and present there, and act as our attorney, by virtue of these presents, jointly, or either of the severally, to be our true, &c.

To three Persons, but in case of Death, Absence or Resusal of two of the then to another to join him that when all.

Gonstitute B. &c. (C. and D. &c. jointly, and either ora of them severally, my true and lawful autorney and attornies, and case of the decease or absence of the said G. and D. or either them, or of their or either of their resusal to be and act as my an ney or attornies, together with the said P. by virtue hereof, then a not otherwise I make, ordain, constitute and append E. of, &c. gether with the said B. in case of the death, or of the absence or, susal of both of them the said C. and D. to act as aforesaid, or up ther with either of them the said C. and D. as shall be living a present there, and will act by virtue hereof jointly, or any of the severally, to be my true and lawful attorney or attornies, for me and my name, &c.

To receive Money on a Bond.

And receive of E. F. of _____ the sum of _____ unto me in and by one bond or obligation, bearing date the _____ upon non-payment thereof, to have, use and take all lawful ways means, in my name, or otherwise, for recovery of the same, by attament, bill, plaint, arrest, or otherwise, and, &c.

To receive Money which is not become due on a Bond.

greating. Whereas J. V. of ______ and K. J. of _____ fend.
greating. Whereas J. V. of _____ and K. J. of _____ by
ir obligation, bearing date _____ last past, are and stand bound.
in me the said R. G. in the sam of _____ with condition for
payment of _____ on the _____ now next ensuing, as by
laid obligation doth more fully appear: Now know ye, that I
said R. C. have hereby made, ordained, constituted, appointed
it authorised my loving friend J. F. of _____ to be my lawful
surey, for me and in my name to demand and receive the said
of _____ at the time limited for the payment of the same,
d, if the same shall not be then paid, to sue for and and recover the
of _____ being the penalty of the said obligation; and on ret thereof, &c. (as, in the first letter of attorney.)

From a Sailor to his Wife, to receive his Wages and all other Debts.

Appoint my loving wife M. C. my true and lawful attor, for me, and in my name, and for my use, to ask, demand and time of and from all and every person and persons whatsoever, as all such sum and sums of money as now are, or which shall or may by time hereafter become due and owing to me for wages from any or ships to whom I now do or may belong; as also all and other siet now due, or to become due and owing to me by any other ways eans whatsoever, and upon non-payment, &c.

To receive a Legacy.

 in the hands of her attornies herein after named, to be delivered to the said J. B. on payment of the said 500 l. Now know ye, that I the said M. G. Have made, ordained, constituted, deputed and appointed, and by these presents Do make, ordain, constitute, depute and appoint J. R. of ______ and J. S. of _____ my true and lawful as tornies jointly, and either of them singly for me and in my name, and to my use, to ask, demand and receive of and from the said J. B. the said legacy of 500 l. so given and bequeathed to me the said M. B. the said A. B. in her said will as aforesaid; and upon receipt there by my said attornies, or either of them, to deliver the said general in lease so sealed as aforesaid, or to give such other discharge as shall sufficient; I hereby ratifying, allowing and consirming all and what ever my said attornies, jointly or separately, shall lawfully do in the premises. In Witness, &c.

To receive Money from the East-India Company.

——— Of and from the United East-India Company, or the treasurer, All such sum and sums of money as now are or shall berease become due from the said company unto me the said A. T. for and account of the sale of my China ware, brought home by me in the said company at the sale commenced the ——— day of ——— and now standing in the books accounts of the said company in my name, and also all such sum or sums money as now are or shall hereafter become due to me the said A. T. say the said company, for and on account of the said sale of China ware,

Letter of Attorney to demand and receive Money recovered by a Duit in Chancery.

To ask, demand and receive of E. L. of, &c. the sum 414 l. 13 s. 4 d. of, &c decreed to be paid to me by a decree made in the high court of chancery the sisth day of, &c. in a cause there depending between me the said D. L. A. plaintiss, and the said E. L. defendant; and by virtue of the master's report, which was consistent fully 23, 17— and also by an order of court obtained November 6, 17 to serve the said desendant E. L. with a writ of execution of the said cree: And I do, by these presents, give and grant unto the said C. full power and lawful authority for me, and in my name, stead and place to do, or cause to be done, all and every such other act and acts, the and things, as shall be requisite on my behalf to be done in the premise and that in as sull, large and ample manner, as if I myself were at doing thereof personally present, and had done the same, suffying, &c.

Is naive the Freight of a Ship for the Use of the Receiver and the rest owners.

That J. A. G.c. mafter of the good ship, G.c. have made, G.c. of, G.c. part owner of the said ship, to be my true and lawful attory, in my name, or otherwise, but for the use of himself and the rest of that owners of the said ship, to demand, levy, G.c. by all lawful, so of and from E. and F. of London, merchants, their executors and ministrators, and either and every of them, and all others whom is the or shall concern, all such sum and sums of money, which are due to mig and payable by and from them, or either of them, for freight of the sum of the said late voyage from C. by virtue of a charter-party dated, a or otherwise howsover; and upon receipt or recovery of all or any a sum or sums of money, or any part thereof, to give sufficient distances for the same: Giving, &c.

From a Part Owner to receive Dividends of Freight.

To demand, levy, sue, E.c. of and from all or any ton or persons whom it doth or may concern, all such sum and sums money which now are and shall grow due to me as my dividend, for in respect of my parts of and in the ships C. and D. for freight or twise; and upon receipt thereof, &c.

to the Master of a Packet Boat, to receive his Wages from the Post-Office.

Of and from the treasurer of the general post-office in the party of from D. manager of the packet-boat at D. and all others om it doth or may concern, all such sum and sums of money as are a owing, payable or belonging unto me, and shall be ordered to be and allowed to me by the commissioners for executing the office posmaster-general, for wages and other allowance whatsoever, for service as commander on board the E. packet-boat, and to the seam of the said vessel, on account of her last voyage to F. or otherwise voceter; and upon receipt thereof, Sc.

400

To receive Money due on any Bills of Exchange which shall be remitted; and receive Money due in Exchequer Dividends, in the Bank, East-India Company and South-Sea Company, and all other Debts, &c. and to pay Bills of Exchange drawn, &c.

NOW, &c. That J. A of, Etc. intending to go into, and for fome time to continuo in part beyond the feas, Gr. to be my true certain and lawful attorney, for me and in my name, and to and for a proper use and behoof, during such my continuance abroad, to de mand, levy, fue for, recover and recoive by all lawful ways a means, whatfoover, of and from all and every person and person whatfoever whom it doth, shall or may concern, as welf all and ever fuch fum and fums of money which shall or may become and growd and payable to me at her majesty's exchequer, for or upon account to any annuity or aumities, or any loans, tallies or orders, by virue any act or acts of parliament, or for any dividend or dividends, for in respect of any stock in the bank of England, in the company merchants trading to East-India, in the South Sea company, or an of them, or for or in respect of any other stock belonging to me in any other company; and likewise for me and in my name, and the and for my use, to demand, levy, sue for, recover and receive fuch other debts, dues, fum and fums of money, goods, effects merchandizes and things whatfoever, which now are, and which shall or may at any time or times hereafter become and grow on owing, payable or belonging to me the faid A. upon or by virts of any bond, &f.c. and also for me and on my behalf, to accept to pay such bill or bills of exchange as shall be drawn or charged of me by any of my factors, agents or correspondences, as occasion shall require, and generally to do, negociate, &c. and upon receipt or recovery of all or any fuch fum and fums of money, annuities, dividends, debts, dues, goods, effects and other things, or any of them, or any part thereof, sufficient acquittances, Uf. give ing, &c.

A Letter of Attorney to receive Bank Stock to transfer the fame.

NOW all Person; by these presents, that the right honourable T. earl of S. and the right honourable A. countess of S. his wife, (grandaughter and administratrix of the goods and chattels, rights and credits of dame A. R. widow deceased) Have constituted and appinced, and by, Gr. F. E. of, Gr. gent to be their true and lawfalmoracy for them the faid earl and countefs, and for each of them. and in their names, place and flead, and to the use of the faid earl, to skand receive All dividends now due, or which shall hereafter accrue ar grow due to the faid earl and counters or either of them, from the governor and company of the bank of England, And upon the receipt thereof, or of any part thereof, acquittances or other sufficient discharges to make and give for the fame; And alfo to assign and transfer the firm of 3163 A to s in the bank stock, and all and every other fack and stocks in the said bank of England, which they the faid earl microstels, or either of them have or hath, or is intitled unto, or as he the faid counters of S. as administratrix of her faid late grandmother, or otherwise, to the said earl, or to such person or persons as the laid earl shall order and direct; And further to do, execute, perform and finish all and singular acts, matters and things, which shall be expedient and necessary, touching and concerning the premisses, as fully and effectually to all intents and purposes whatsoever, as they the said carl and counters, or either of them, might, or could do in or about the lame, being personally present, and whatsoever he the said F. E. Mall, &c.

To accept and pay for, and fell Bank Stock.

To accept of all such capital stock in the bank of England, which I have already bought, or contracted to buy, or shall hereaster buy, or contract to buy of any person or persons whatsoever, upon the transferring thereof, according to the usual manner of transferring the said slock; and pay such sum or sums of money, or consideration for the purchase of all such capital stock, upon the transferring thereof from time to time, as I shall in that behalf order; likewise for me, and in my name, and on my behalf, and to and for my own proper use to seil and transfer all or any such stock which I now have, or shall buy or purchase in the said bank of England, to such person or persons, and in such memory as I shall from time to time direct or appoint by writing under Vol. V.

my hand; and also for my use to receive the monies or considerations which shall become due or payable, for or upon the sale of all or any such slock which he shall so sell and transfer for or on my account as aforesaid, and to give sufficient discharges for the same: And I do hereby give and grant, &c.

To receive Exchequer Annuities.

To receive an Exchequer Annuity during the Life of a Person.

To demand and receive from and out of his majesty's exchequer, from the feast-day of, &c. the yearly sum of _______. being after the rate of ______. per cent. per ann. quarterly, during the life of the said A. according to an order granted unto the said A. by the lords of his majesty's treasury, dated, &c. in pursuance of a lare act of parliament, intitled An act for granting to his majesty, &c. and upon receipt thereof, or any part thereof, sufficient acquittances and discharges, for him and in his name, from time to time to make and give: And the said A. doth hereby ratify, &c.

To accept East India Stock, which shall at any Time be transferred, and is receive Dividends, Interest and Profits of the said Stock, and to transfer it back if there be Occasion.

- To accept of all such stock in the United Company of merchants trading to East-India, which from time to time shall be transferred to me, or for my use, from all or any person or persons whatsoever; and likewife for me and on my behalf, and to and for my own proper use, to demand and receive all such sum and sums of money, dindends and profits, as shall from time to time become due and payable to me, for and in respect of all such stock or interest, which I have or hall hereafter have in the faid company; and upon receipt thereof, or any part thereof, sufficient acquittances and discharges for me and in my name, from time to time, to make and give; likewife for me and on my behalf, from time to time, to transfer such stock in the said company, which now belongs and is, or shall at any time or times hereafter be vansferred to me by purchase, or as security for money on sale thereof, m payment of the money lent thereon to fuch person or persons, as occation shall require; and to do and perform all other matters and things in and to the premisses requisite and necessary, as fully as I myself might or could do, were I personally present: and I do hereby ratify and confirm all and whatsoever my said attorney, or his substitutes shall legally do, or procure to be done, in and touching the premisses. In Witness,

To Sell African Company Stock.

To fell and transfer to such person or persons as he shall think set, all or any part of ______l. __s. stock, belonging to me in the Royal African Company of England, according to the usual method of transferring the said stock; and likewise for my use to receive the money or consideration for which the same, or any part thereof, shall be sold; and upon receipt thereof to give a sufficient discharge or discharges for the same: and I do hereby ratify and confirm all and whatsoever my said attorney shall legally do, or procure to be done, in and touching the premisses. In Witness, &c.

To recover Goods mentioned in a Schedule, &c. and remit the Money or confign the Effects.

- That A. Ge. relict and executrix of the last will and testing ment of B. late, Uc. hath made and ordained, and by these present doth make, ordain, and in her place and flead put and conflitute G. Ge. to be her true, certain and lawful attorney for her and in her name, and to and for her proper use, to demand, levy, sue, Esc. by all lawful, Esc. to and from D. &c. his heirs, executors and administrators, and all person and persons whom it doth, &c. As well the several goods and things mentioned and expressed in the inventory or particular thereof thereon indorfed, and which the faid D. by receipt under his hand, dated. Uc. acknowledged to have received of captain E, (which receipt and the particular of the faid goods mentioned to be received by the said E. of the said B. is delivered by the said A. to F. master of the ship G. now forthwith bound to H. to be delivered to the said C.) as also all other goods and things of and belonging to the said B, deceased; and upon receipt or recovery thereof, or any part thereof, from time to time to fell and dispose of the same at H. aforesaid, for the most profit and advantage that he can; and to remit the money arifing by fale thereof, in good bill or bills of exchange, payable to the faid A, or her order. in London, for her use or otherwise, and invest the produce of the faid goods in such other goods and merchandizes in H. as shall be for the best advantage of the said A. and to return and configu the same to the said A, or her assigns in London, which of them the said C. shall think sta and for the most profit and advantage of the faid A. he the faid G. in either of the said cases, first deducting thereout all his necessary charges and expences in and about the premisses, which the said A. agrees be shall and may deduct accordingly; And the said A. doth further impower the said C. if need be, to call to account and bring to a reckoning the said D. and all other person and persons concerning the premises; and to transact, do and perform all other matters and things relating to the faid premisses, as fully as the berfelf might or could do personally; and upon receipt or recovery of the faid goods and things, or any part thereof, or any fum or fums of money on account thereof, to give lefficient receipt and discharges for the fame: giving, &a.

Concerning Debtors and Creditors.

A Letter of Attorney from a Dobtor to a Greditor, to receive Money du from several Persons, and an Assignment of such Money in Satissessies of a Dobt.

O all to whom these presents shall come, I J. O. of K. in the county of S. gent. send greeting, Whereas upon an account made between me and N. C. gent. I am in arrear indebted

Letters of Attorney.

whim in 21 l. 10 s. Now know ye, that for the more speedy reimbursing and paying to the said N. C. the said 21 l. 10 s. I do hereby grant and affigurant him 5 l. 10 s. due to me from R. L. of F. upon a bill obligatory, dated the ——day of ——: and I do hereby also grant and affigurant the said N. C. all sum and sums of money due or payable throw me by R. L. for costs and charges taxed or affessed by his majesty's court of ——; And further, I do make and appoint the said N. C. my true and lawful attorney irrevocable for me, and in my name, stead and place, to ask, demand, sue for, recover, receive, have and take up all and every of the sum and sums of money before mentioned; and upon-payment thereof, sec.

To execute a Deed of Composition and to receive a Dividend,

- To lign, seal and execute an indenture tripartite, bearing date, . We made or mentioned to be made between G. D. and E. of, &c. eredisors of F. Ge. and trustees for and on the behalf of other the creditors of the faid F. of the first part, G. H. I. and the said A. K. Ge. (and so on) ereditors also of the said F, of the second part, and the said F. of the third part; Also for me and in my name, and to and for my preper use and behoof, to demand and receive of and from the said C. D. and E. cither or any of them, all monies due and payable to me, then and by virtue of the faid indenture, as well for my share and divideed of the sum of ---!. already received by and in the hands of the fiel C. D. and E. some or one of them, of the estate of the said F. m of the sum of --- l. of the debts of the said H. yet standing out and unreceived, or of so much thereof which shall be recovered and received in proportion to the debt of --- I owing to me by the faid F. and I do hereby give and grant unto my faid attorney my full power and authority in and touching the premilles, to do and perform all matters and things for the recovery and receiving the monies due, or which shall become due and payable to me by virtue of the faid indenture, as fully as I myself might or could do, were I personally present: And I do hereby ratify and confirm such the execution of the said deed by the faid B. as aforesaid, and all other legal acts and things which shall be by him done and performed in and to the premiffes, by virtue of these prelents. In Witness, &c.

To sell Eflates, let Lands, enter Premiss, receive Rents, grant Leases and execute other Deeds, and surrender, &c. Copyhold Lands.

To fell an Eflate. (Common Form.)

- To grant, bargain and sell All that, G. (the parcels), and also all my estate, right, title, interest, claim and demand whatsoever, of, in, and unto the said premisses, and every part and parcel thereof, unto C. D. of -- his heirs and affigns for ever; and also for me and in my name, place and flead, and as my proper act and deed to execute, seal and deliver such conveyances and assurances of the said premiffes unto the said C. D. his heirs and assigns, to the only use and behoof of him the said C. D. his heirs and assigns for ever, as shall be needful and requisite for the doing thereof, and as shall be to the good liking and approbation of the counsel learned in the law of the said C. D. his heirs and assigns, giving, and by these presents granting unto my faid attorney full power and absolute authority to do, execute and perform any act or acts, thing or things whatsoever, that shall be needful and necessary to be done, touching or concerning in any wise the premisses, or the conveying or assuring thereof to the person and uses asoresaid, in as full and ample manner to all intents and purposes, as I the faid A. B. might or could do, if I was then and there personally prefent: and also ratifying, allowing and confirming all and whatsoever acts and things my faid attorney shall do, or cause to be done, by virtue and according to the true intent and meaning of these presents. In Witness, &c.

Letter of Attorney to enable one or more Persons to seil an Estate, and upon such Sale to seal and deliver a Conveyance, &c.

Do all Persons to whom, &c. the right honourable T. lord J. baron of B. St. E. in the county of S. sendeth greeting. Know ye, that the said lord J. for divers good causes and valuable considerations him thereunto moving, Hatb deputed, authorized, constituted and appointed, and by these presents Doth depute, &c. M. F. of, &c. his true and lawful attorney, jointly with H. J. esq; to treat with any person or persons whatsoever, for the leasing, selling or other disposition of

all or any the meffuages, houses, grounds, and hereditaments devised in and by the last will and tessament of H. late earl of St. A. deceased, who the faid lord \mathcal{J} . (by the name of \mathcal{J} . T.) and the faid H. \mathcal{J} . and M. F. in trust to fell the same for the payment of the said late earl's debts; And after any treaty and agreement made and concluded as aforefaid, for and in the name of the faid T. lord J. jointly with the faid H. J. to fign, seal and deliver any affignment, conveyance or affurance, to any person or persons that shall purchase or agree to purchase the same premisses, or any of them, or any part of them, as he the said M. F. in his diferetion shall think fit, for the sufficient assigning, conveying and affiring of the same messuages, houses, grounds and hereditaments, which shall be so purchased and sold as aforesaid to the person or persons which shall contract for and buy the same, or any of them, for the execution of every fuch treaty and agreement as aforefaid; And the faid T. lord 7. doth hereby ratify, allow and make firm in law, all and whatforer acts the faid M. F. shall do or cause to be done in pursuance of and by virtue of these presents, or the power hereby given. In Witness whereof the faid T lord 7. bath hereunto set his hand and feal this twenty-ninth day of May, &c.

The Conclusion of a Purchase Deed, by Virtue of the Power above.

In Witness whereof to one part of these present indentures remaining with the said J. C. (the purchasor) the said J. C. H. J. and Sir J. C. have set their hands and seals; and the said M. F. to the same indenture for the said T. lord J. by virtue of a letter of attorney to him made by the said T. lord J. bearing date the 29th day of May, Ac. and involved in the rolls of the high court of chancery, the tenor whereof solloweth in these words; that is to say, To all, &c. (setting such the whole letter of attorney at length) hath set the hand and seal of the said T. lord J. and to the other part of the same indenture remaining with the said H. J. and the said J. C. and Sir J. C. have set their hand and seals, the day and year first above written.

From a Cuardian of an Infant, to depute a Person to enter into Premisses, receive and recover Rents, appoint Stewards, Builiss and Receivers, and to take their Accounts.

NOW all Men by these presents, that I. F. D of esq; guardian to F. C. of, Ge. gent. infant, above the age of 14 years, and under the age of 21 years, have made, ordained, constituted and appointed, and by these presents do make, Ge. W. B of, Ge my true and lawful attorney, for me and in my name to enter into all that the

-manor of F. G. in the county of H. and all and singular the menors, capital mellyages, lands, tenements and hereditaments whatsoever, belonging to the faid F. C. situate, Gc. and to ask, receive and recover of all the flewards, bailiffs, receivers, farmers and tenants, and all other occupiers whatfoever, of the faid manors, mediuages, lands, tenements and hereditaments of the faid F. C. all rents, fervices, arrearages of rents, profits, fum and fums of money now due, or hereafter to grow due to the faid F. C. and an account and accounts of them, and of all other the stewards, bailiffs, servants and accountants whateever of the faid F. C. or any of them, to require and take; and the faid stewards, bailiss, receivers and servants of the said F, C. by and with my consent and approbation, and not otherwise, to displace, a on the displacing or death of any of them, now stewards, bailing, and ceivers, leavants, or other agents, by and with my confent and appre bation, to put in the place or places of those discharged or dead; allo to fue for, receive and recover all manner of debts, duties, re and fums of money what soever, to the said F. C. due and owing; and for non-payment thereof, to sue and distrain, avow or make consiste and to fell and dispose of such distress and distresses, according to law and to contract with any person or persons for the leasing any the land tenements and hereditaments of the faid F. C. for the benefit and advantage of the faid F. C. and to fell any of the woods, and underwood of the faid F. C. when faleable; and also to commence or profect any fuit or fuits, action or actions, as well real, personal, as mixt, f any debt, duty, matter, cause or thing whatsoever to the said F. C. be longing, or that may be demanded by the faid F. C. in any court of record, or in any other court or place whatfoever, and the fame futt the profecute and follow, or to discontinue or become nonfait, or to dismit the fame; and also to take all lawful ways, courses, means and remedies, for the better getting, recovering or receiving any manors, hade, tenements, rents and hereditaments, goods, chattels, debts, duties fum and fums of money, or other matter or thing whatfoever; and I di hereby authorize and impower my faid attorney to allow timber for the pairs, and other uses of the tenants and farmers of the said F. C. fet fines for any leafes, and to nominate and appoint stewards for keeping any of the courts of the faid F. C. and to accept any furrender of furrenders of any leafes, and on fuch furrenders to contract for new leafes for fines, or otherwife, as shall be most for the benefit and admatage of the faid F. C. and I do hereby allow, ratify and confirm all such act and acts, thing and things, as the faid W. B. shall with such approbation as aforefaid, do, or cause to be done in and about the premises, In Witness, &c.

Contorinte and take Possession of a Plantation lately bought, and to manage all Assairs therein.

- To enter into and take possession, by all lawful ways and means deforer, of a certain plantation called by the name of, &c. and lying, a and all other my plantations in, &c. aforesaid, with all the houses, sillings, lands, negroes, servants, coppers, utenfils, and other the partenances and things thereunto belonging or appertaining, which I bely bought and purchased of C. Go. And for me, Go. to demand, my, Ge. from all whom it doth or may concern, all such sum and s of money, goods and things whatfoever, as are now due, and hich may or shall grow due, payable or belonging to me, by, from, in respect of the said premisses, either for rent or otherwise, by any n or means what soever or how soever; And also to place and displace on any of my servants of and in the said plantations and premisses, as thall fee needful and for my best advantage; and generally to do, plat, manage and perform all other matters, business, affairs and ings what soever relating to the said premisses, as fully as I myself might rould do, were I personally present; And upon receipt, &c.

mm Executors, for their Attorney to account with Persons in Jamaica, and to receive Debts, &c. confign Essent, and to take Possession of Plantations, &c. sell or let the same, or any Negroes, &c. to execute Deds, &c. and upon his Departure from the said life to impower when to do the like.

NOW all, &c. that we A. of, &c. and B. of, &c. surviving executors of the last will and testament of C. late of, &c. deleted, have, and either of us bath made and ordained, and by these presents do, and either of us doth make, ordain, and in our placer and lands put and constitute D. of, &c. now bound out to the island of famaics, to be our and either of our true and lawful attorney, for us, is our names, and on our behalfs, and to and for our proper uses, as executors aforesaid, to call to account and bring to a reckoning, and to add and settle accounts with all and every person and persons, in the said land of Jamaica aforesaid, who is or are, or shall be indebted to the state of the said C. deceased, upon any account, by any ways or means that over or howsoever; and also to demand, levy, sue for, recover that receive, by all lawful ways and means whatsoever, of and from all and

and every fuch person or persons aforesaid, and all, every or any other person and persons whom it doth, shall, or may concern, all and every fuch debts, dues, fum and fums of money; and likewife all and fingular fuch goods, commodities, merchandizes and effects, which now are, and which shall become and grow due, owing, payable and belonging to the estate of the said C. deceased, upon or by virtue of any manages or securities made to the said C. deceased, or to or in trust for us, or either of us, as executors aforefaid, or upon any bond, bill, book, or upon account of trading or dealing, or upon any other account, and by any other ways or means whatfoever or howfoever, in any manner of wife; and likewife to demand, levy, fue for, recover and receive, by all lawful ways and means whatfoever, of and from all and every perfon and persons whom it doth or shall or may concern, all such sum and fums of money, which now are, and which shall become and grow due and payable for rent and arrears of rent, for and in respect of all, every and any meffuages, lands and plantations, of and belonging to the effate of the said C. deceased, in the island of Jamaica; and if need be, to diffrain for the same, and to fell and dispose of such diffress, according as the law in that behalf directs; and upon receipt or recovery of all or, any the faid debts, dues, fum and fums of money, rent and arrears of rent, goods and effects, or any of them, or any part thereof, fufficient acquittances and discharges for the same, for us, and in our names, som time to time, to make and give; and to return and confign all and every the faid debts, fums of money, goods and effects, which shall be from time to time recovered and received, by virtue of these presents, to # the faid A. and B or one of us, at London; and generally to do, segotiate, transact, perform and accomplish all other acts, matters and things, for us and either of us, and on our and either of our behalfs, as executors aforefaid, in and about the premiffes, and in, about and concerning the estate of the said C, deceased, in the said island of " maico, as fully, to all intents and purpoles, as we or either of us might or could do, if we were personally present: And likewise for us, and a our names, and on our behalf, as executors aforesaid, to enter into and take possession of all, every or any the messages, lands and plantations, late of and belonging to the faid C. deceased, in the faid island of Jamaica aforesaid, with all and every the buildings, negroes, servants, cattle, coppers, mills, utenfils, appurtenances and things whatfoever thereunto belonging; and from time to time to demife and let the same, or any of them, or any part thereof, by leafe, for such term or terms of years, or at will, as he our faid attorney shall think sit, and to and for the most rent that he can get for the same: and in case he the said D. shall think fit to contract and agree for the fale of, and to fell and dispose of, at 201 for fuch price, fum or fums of money, as he shall think fit, all or any of the faid [meffuages, lands, plantations and premisses, with the appurtenances, or any part thereof) or only thus, negroes, coppers, mills utenfils and other things belonging to the ellate of the faid C. decealed, other than houses, lands and plantations; and upon such sale or sales to fign, seal and execute such contracts, agreements, deeds and witing [conveyances and affurances]; and to do and perform all fuch acts and things for perfecting thereof, as shall be requisite and necessary in that behalf; and to receive for our use the sum and sures of money, or confderations for which the faid premisses, or any part thereof, shall be fo fold,

fild, and upon receipt thereof, to give a sufficient discharge or discharges the fame: And we the said A. and B. do, and either of us doth teby give and grant tinto our faid attorney full power and authority. and touching the premisses, to sue, Ge. (general to): And we do, either of us doth hereby also give full power and authority unto the D. at his departure and returning from Jamaica aforesaid for Engby writing under his hand and feal for that purpose, to appoint, prize and impower such person or persons as he shall think sit to be act as attorney or attornies, for and on behalf, of us the faid A, 3. as executors aforesaid, in the room and stead of him the said D. with full power and authority to do, transact and perform all and any, of the matters and things which he the faid \hat{C} , is herein before, virtue of these presents, impowered to persorm and execute, as faid D. shall think sit, and shall in and by such his writing in that authorize, impower and appoint: And we do hereby ratify and in, and shall and will, at all times hereafter ratify and confirm all whatloever the faid D. and such person or persons whom he at his trure from Jamaica, as aforesaid, shall by such his writing under and sand seal in that behalf authorize and appoint as attorney or atfor us as aforefaid, or either or any of them, or either or any th fubilitutes, shall legally do, or cause or procure to be acted, and accomplished, in and touching the premisses: And we the faid d B. do hereby, for ourselves, our executors and administrators, ant, promise and agree, to and with the said D. his executors and tistrators, that we the said A. and B. our executors and admini-tes, shall and will, at any time or times hereaster, upon request in chalf, make, do, perform and execute all or any fuch further and racts, deeds and things what soever, for the better perfecting and ming all or any fale or fales which shall be made of the said smes-, lands, plantations and] premisses, or any part thereof, by him d D. or such person or persons as he shall by writing authorize point to act in the premisses as aforesaid, as shall be reasonably re-In Witness, &c.

A Husband in Right of his Wife, to two Persons jointly, and in the of the Decease of them, then to the other alone; but if he dies or leaves his Residence, the other surviving, then to the said Survey, together with two others jointly, and to the Survivor of those, to take Possession of Plantations, &c. and consign the Ps. 35, &c.

NOW all, &c. That A. of, &c. who married B. daughter of, &c. and relict and administratrix, with the will annexed of state, &c. deceased, hath made and ordained, and by these presents make, ordain, appoint, and in his place and stead put and constite D. of, &c. and E. A. son of him the said A. now bound out to said siland of Jamaica, jointly, and in case of the decease of the

faid

said E. A. then the said D. alone; and in case of the decease of the faid D. or of his departure from the faid island, then and in such case the said A. doth make and appoint the said E. A. together with F. and G. of the said island, merchants, jointly; and in case of the decease or departure of both of them the said D, and E. A. from the faid island, then and in such case only, and not otherwise, the said & doth make and apppoint the said F. and G. jointly, and the survivor them, or which of them shall continue to reside in the said island, in case of the decease or departure of either of them from thence, to be the true, certain and lawful attorney and attornies of him the faid & for him and in his name to enter into, recover and take possession, by all lawful ways and means whatfoever, of all those melluages and to ments in ----—in the island of Jamaica aforesaid, late in the posts. mother of the faid B. now wife of the faid & which after her decease came to and were vested in the said B. and he wife to enter into, recover and take possession by all lawful ways means whatfoever, of all and fingular the plantations and lands, will their and every of their appurtenances in the faid island of Jane which were late the estate of the aforesaid ---- deceased; and fa that purpose to sue for and prosecute, as occasion shall require, again all or any person or persons whom it shall or may concern, such adian or actions, writ or writs, as they the faid D. E. A. F. and G. or my of them, during such time as they, or any of them, are by these pass, fents respectively authorized and impowered to act as the attornics or # torney of him the faid A. shall think fit for recovering the possession * well of the faid messuages or tenements, as of the said plantations, or any of them; and upon recovery of fuch possession thereof, to demile and let to any person or persons, as tenants at will, the said messages, or tenements and plantations, or any of them, at and for the most yearly rent, fum of fums of money and payments, that can be gotten for the same; and also to inspect, settle and adjust with the executors or administrators of R. deceased, (who in his life time had the menagement of the said plantations) and with S. of, &c. aforesaid, the late attorney of the faid B. now wife of the faid A. and all and every other person and persons whom it shall or may concern, all atcounts of and concerning the faid plantations and the produce and proceed thereof, and the charges in and about the same, and the manage ment thereof, and also for and in the name of the said A, and to and for his proper use, to demand, levy, sue for, recover, and receive by all lawful ways and means whatfoever, of and from the faid executors or administrators of the said R. and the said S. and all and every other person and persons whom it shall or may concern, all and singular such fum and fums of money, goods, effects, rents, profits and produce whatfoever, which now are and which shall arise, become and grow due, payable and belonging to him the faid A. in right of his faid wife, as well for and in respect of the said messuages or tenements, at of the faid plantations and premisses, or any part thereof; and for default of payment of any rents, to distrain for the same, and to do and perform all other acts, matters and things necessary for the recovery of the fame rents, and all or any other debts, fums of money, goods and effects which now are, and which shall be due, owing and belonging to him the faid A. in right of his faid wife, as fully as he himself might of

could do personally; and upon receipt or recovery of all or any such fum or lums of money, goods, effects, rents, profits, produce, or any of them, or any part thereof, sufficient acquittances and discharges for the same, from time to time, for and on the behalf of the said A. to make and give, and to remit, return, send and consign all and singular such sum and sums, &s. which they the said D. E. A. F. and G. or any of them respectively, at any time or times, shall recover and receive by virtue of these presents, or the power and authority hereby given unto Mr. H. merchant in London, or to fuch other person or persons as he the said A. shall by writing under his hand for that purpose order and direct: And the faid A. doth by these presents give and gant unto the said D. and E. A. jointly; and in case of the decease of the faid B. A. then to the faid D. alone; and in case of the decease of the said E. or of his departure from the said island of Jamaica, then we the faid E. A and F. G. jointly; and in case of the decease or experience of both of them the said D. and E A. from the said island, the used the faid F. and G. jointly, and to the survivor of them, or the one of them as fhall continue to refide there, in cafe of the decease of departure of either of them from the said island, full power and authoin and touching the premiffes, to fue, Ge. And the faid A. doth bereby racify and confirm all and whatfoever the faid D. E. A. F. and G. or any of them, during fuch time as they are by virtue of these process authorised and impowered to act as attornies or attorney of him haid A. shall legally do, &c. In Witness, &c.

Another from a Brother and Heir to enter into a Plantation, &c.

That J. A. of, &c. brother and heir of B. late, &c. have made, &c. C. &c. to be, &c. to enter into, &c. a meffuage, &c. and of a parcel of land, &c. lying, &c. called, &c. in the faid province of P. or any part thereof, which lately were the lands of, or did belong unto my faid late brother B. in his life-time, or whereof or wherein he was seised or possessed, or had or claimed any manner of estate, right, title, interest or demand, and which by his decease now belong or come, or ought to descend and come unto me, as or wherein I have as ought to have any manner of estate, &c. whatsoever in any manner of wise; Also for me, &c.

A Letter of Attorney to enter into Premifies upon Breach of the Condition in a Leafe,

O all People, &c. I. A. of, &c. send greeting. (Recites & lease for 21 years, of lead mines, &c. made by A. to B. C- and D.) Nevertheles subject to a condition or proviso therein contained, (these is to say) That if the said B. C. and D. their executors, administrators or affigns, did at any time during the said term deist, discontinue and give over working the faid lead mines for the space of three months during the continuance of the faid leafe, or should neglect to pay and fet out every ninth, being of the faid lead ore, for the use of me, my heirs and assigns, that then in every such case it should and might be lawful for me, my heirs and affigns, to enter into and upon the faid leafed. premisses, and every part and parcel thereof; any thing therein contained to the contrary thereof notwithstanding, as by the faid indenture, relation being thereunto had, may more at large appear: And whereas the faid B. C. and D. have desisted, discontinued and given over working in the faid lead mine for above the space of three months, and have broken the said proviso or condition: Now know ye, and witness these presents, that I the said A. do hereby desire, appoint, authorise and impower E. &c. into the faid mines, and all and fingular the premisses by me leased unto the said B. C. and D. in or by the said recited indenture, or into any part or parcel thereof, in the name of the whole, for me and in my name to enter, to the intent to make void the faid indenture, according to the power in me by reason of the breach of the said proviso or condition. In Witness, &c.

An Indorsement of the Entry made, pursuant to the foregoing Letter of
Attorney.

E it remembered, That the within named E. in pursuance of and according to the power within given to me, or any other power or authority whatsoever in me in this behalf, hath entered upon and into, Sc. in the name of all the said mines, hereditaments and things, in or by the within recited indenture leased, or mentioned to be leased, unto the within named B. C. and D. for breach of the within recited or mentioned condition or proviso, on purpose to make void the said indenture and lease, and the within recited and mentioned term of 21 years. In Winess, &c.

Signed, and the entry above mentioned made, in the presence of

take possession of a Manor, make Leases, cut down Wood for Repairs, and to repair and new-build any Messuages, and to allow and pay Texts.

- And on my behalf, and to and for my proper use and beas occasion shall require, from time to time, to enter into and possession of all that my manor of, &c. and all or any messuages, tenements and hereditaments thereunto belonging; And the or any part thereof, to demise and let by lease or at will, to such nor persons, and for such rent and rents, fines, or other conside-, as he shall think fit; and for that purpose to seal and execute state or leafes of my faid manors, messuages, lands and premisses, part thereof; Also for me and in my name, and for my use, to de-(%. all fuch fum, &c. for rent or arrears of rent, or for any fines, for-tes, or any perquifites or profits issuing, or otherwise due, or to grow d payable out of, for or in respect of my faid manor, messuages, lands hereditaments, or any part thereof, in any manner or wile: And hank, or upon non-payment of such rent, or arrears of rent, sum ms of money, payments and other profits, or any part thereof, time to time, to enter into all or any my faid messuages, &c. eiand diffrain for the same where such distress may or can be legally , sod to fell and dispose of such distress, and otherwise to act and creinaccording to law, or to fuch other ways and means, for reyand receipt of all or any fuch fum and fums of money, as he lecan; and also for me and on my behalf, from time to time. where, and as often as he shall see occasion, and think sit, to and cut down all or any timber trees, and other trees, woods mderwoods now standing, or which shall or may be standing, ring and being, in and upon my said manors and premisses aforeor any part thereof, and the same for me and for my use either to or to use and dispose of for repairs, or otherwise, in and about aid manor, &c. as he shall think fit; and likewise to repair, take mand new-build all or any fuch houses or building in and about my manor, lands and grounds, where he shall think fit, necessary, or ation shall be or require; and to allow and pay all taxes and other lents which shall grow and become due for and in respect of the premisses: And, &c.

To receive and recover Rents.

(As in the first letter of attorney to) all such rents and arrearages of rent which now are or hereafter shall grow due from him the said E. F. out of and from all those my lands, &c. _____ at ____ and upon non-payment thereof, for me and in my name to enter internal upon the said lands and premisses, and seize and distrain all or any goods or chattels that shall from time be sound upon the premisses, or any part thereof, or to make such distress of the premisses as the lawform that the distress or distress of made to detain, until payment of such rent or sents shall be made, or the same shall be delivered by due course of law, and for non-payment to dispose thereof according to law, or to proceed in my name, or otherwise, by action, suit, bill ar, plaint, or take such other lawful ways and means for the recovery thereof, as my said attorney shall think sit; and on receipt thereof, &s.

To demand Rent, and take Possession in order to Ejetiment.

Receive of E. F. the sum of _____ for one half year's, rent due to me at ____ last ____ in ___ and on receipt thereof, to give a sufficient discharge for the same: and on default of payment, thereof, for me, and in my name, to enter into, upon, and take position of the said _____ premisses, and to detain and keep such possession for my use; and whatsoever my said attorney said lawfulty do in the premisses. I do hereby ratify and consistent Witness. &c.

A Memorandum of a Demand of the Rent.

In the prefence of J. K.

C. D.

A Memorandara

A Memorandum of a Demand of Possission.

EMORANDUM, that on E. F's refusing to pay the rent above demanded, Mr. A. B. himself did, on day in the year aforesaid, before sunset, at the fore-door of faid house, demand possession of the house and lands above mea-

In the presence of C. D.

To demand Rent, and on Default of Payment to re-enter, according to a Proviso for such Re-entry in a Lease.

| To demand and receive of and from J. L. of on |
|---|
| 28th day next after the feast of the annunciation of the Blessed |
| min Mary next coming at commonly called or known by the |
| fituate, e.c l. of lawful money of Great |
| which will become due unto me the said F. from the said J. |
| athe said feast of the annunciation of the Blessed Virgin Mary next |
| ming, for one half year's rent for the faid meffuage, lands and tene- |
| ints, with the appurtenances thereto belonging, which by an inden- |
| are of leafe, bearing date the day of in the year of |
| Lord - were by the faid A. B. demised unto the faid J. L. |
| acertain term of years yet unexpired: And for default of payment |
| the faid /. I give and grant unto my faid attorney full power |
| adauthority to enter into and upon the faid meffuage and premiss by |
| be before mentioned indenture of leafe demifed, and thereof for me |
| and in my name, stead and place, to take possession, to the intent that |
| be indenture of lease may become void, according to a certain proviso |
| the faid indenture contained; And further, to do and perform all |
| hings requisite and necessary to be done in and about the execu- |
| of these presents, according to the true intent and meaning |
| hereof. In Witness, &c. |
| |

To take Possession of Lands newly Purchased.

To enter on Land, and to fue for it, or compound.

To enter into and take possession of all that messuage, & And also for me and in my name to sue forth and prosecute against an person or persons whatsoever, any writ or writs, action or actions, to him shall seem meet, for the recovering or obtaining the possession or seisin of the said premisses, or any part thereof: And further, to and execute all and every other act and thing tending to the recovery my estate and right in the said messuage and lands, or any part thereof. And further, 1 do hereby give and grant unto my said attorney is and whole power and authority for me, and in my name; stead and plant to make and conclude with any person or persons any agreement what soever touching the premisses, in as sull and ample a manner as myself could do in my own person. And I do hereby ratify, &c. (a above to the end.)

To take Possession of a Messuage extended by the Sheriff upon a Statute

To take and receive of the now sheriss of the county of & peaceable and quiet possession, as well of and in one capital message, &c. as of and in, &c. all and singular which said lands and premise.

were lately belonging unto R. R. and which the said sheriff hath extended by virtue of a writ of extent to him directed, on a statute for ______l. acknowledged and entered into by R. R. unto me the said R. C. giving and by these presents granting unto my said attornies and each of them, full power and authority for me, and in my name, to do, execute and accomplish all and whatsoever shall be needful and necessary to be done in or about the premisses by these presents: And I hereby ratify, allow and confirm, &c.

To fell South-Sea Stock.

And to my use to sell, assign and transfer——!. South-Ses stock, to which I am intitled; as by the books of the company appears, or any part thereof, to such person or persons as shall buy and accept the same, at and for such price, and in such manner, as my said amorney shall think sit, and to receive the consideration money for the same; and upon receipt thereof, acquittances and discharges for me, and in my name, of otherwise, to make, sign and give; hereby ratifying, &c.

A Transfer of Stock entered in the Books of the South-Sea Company.

A. B. do hereby fell, assign and transfer unto C. D. one share in the stock of the company of _____ (or 100 l. South-Sea stock) ich all the present and sature, for the sum of _____ Witness my hand day of _____

A. B.

An Acceptance of the Stock.

Witness my hand, &c.

C. D.

C. D.

A Power to receive Dividends of South-Sea Stock.

SIR.

To Mr. C. L. Accomptant to the South-Sea Company.

To acknowledge a Deed before a Master in Chancery, or a Judge of the King's Bench, in order to Involment.

O all to whom these presents shall come, E. C. of fends greeting. Whereas I the faid E. C. have figned, sealed, and as my act and deed delivered one indenture, bearing date last past, made between myself of the one part, and J. H. of and J. G. of ____ and leveral other persons therein named as trul tees, of the other part, purporting, &c. as by the faid indenture my appear: And being desirous that the said deed may be involled in one his majesty's courts of record at Westminster: Now know ye by these presents, that I the said E. C. Have made, ordained, constituted and appointed, and by these presents Do make, ordain, constitute and appoint T. E. of - my true and lawful attorney and attornies, jointly and feverally, for me and in my name to appear in his majelty's high court of chancery, or before any mafter of the faid court, or in his faid majesty's court of king's bench, or before any or either of his said majesty's justices of the said court, and for me, and in my name, to acknowledge the said indenture to be my own proper act and deed, and likewise for me, and in my name, to defire and requelt, that the faid indenture may be involled in one of the faid courts, and for me and in my name to act and do all other matters and things necessary and expedient to be done in order to procure the incolment of the said indenture; hereby ratifying, allowing and confirming, &c.

To Persons in Maryland, to acknowledge a Deed there to the Intent the same may be registered according to the Custom of the Country.

O all, &c. I A. of, &c. send greeting. Whereas I the faid A. have on the day of the date of these presents signed, fealed and executed in due form of law, in the presence of C. D. E. F. and G. who have likewife subscribed their names as witnesses to these presents, a deed or indenture, whereby I have, for the consideration therein mentioned, granted, conveyed and released unto B. of, &c. and his beirs and assigns for ever, all my estate, right, title, inheritance, equity and benefit of redemption, claim and demand in law and equity, of, in and unto two tracts of land, the one called the and the other the ---- or howfoever else the same are called, situate end being in, &c. with the appurtenances thereunto belonging; which premisses were formerly mortgaged by me to the said B. and my said right of redemption thereof, being by decree or order of the high court of chancery in Maryland aforesaid foreclosed, the execution of which deed or release as aforesaid I do hereby acknowledge, and for further perfecting thereof, and making the same more effectual and binding according to the laws of the faid country, I the faid A. do hereby autherize and impower H. of, &c. in the province of Maryland aforehid, gentleman, J. K. L. &c. and the aforesaid E. of London mariper, jointly, or any one, two or more of them, for me and on my behalf to acknowledge the faid deed or indenture so by me executed as storesaid, before such person or persons in Maryland aforesaid, who are er shall be authorised to receive the same, and to cause or procure the id deed or indenture to be registered in all or any court or courts. place or places in Maryland aforesaid, according to the laws and cussoms of the faid country, as fully and effectually to all intents as I refelf might or could do were I there personally present and did the ame: and I the faid A. do hereby ratify and confirm the faid acknowledgment and registering of the said decree or indenture so to be had and made by the said H. J. K. L. and E. jointly, or any one, two or more of them as aforesaid. In Witness, &c.

From a Son and Heir to Surrender Copybold Lands to the Use of bis Will.

Dy these presents, I.S. C. of _______ fon and heir of J. C. do make, ordain and appoint T. C. of ______ and J. L. of ______ my true and lawful attornies, jointly and severally, for means in my name, stead and place, to surrender into the hands of the lord of the manor of B. in the county of S. according to the custom of the said manor, all and singular the messuages, lands, tenements and here-ditaments, with the appurtenances, of me the said S. C. within the manor aforesaid, and all such messuages; lands, tenements and hereditaments, with the appurtenances, holden by a copy of court-roll of the manor aforesaid, whereof the said J. C. my father lately died seised, to the use and behoof of such person and persons, and for such estate and estates, as I the said S. C. by my last will and testament in writing shall direct and appoint. In Winness, &c.

From a furviving Trustee, to surrender Copybold Lands to the Use of bimself and two new Trustees.

NOW, &c. That I Sir J. W. of L. knight, one of the cal tomary tenants of the manor of W. in the county of E. and furviving trustee of the premisses herein after mentioned, for divers good caules and confiderations me hereunto moving, Have made, &c. 11 by these presents Do make, Ge. J. P. of, Ge. my true and lavid attorney, for me and in my name, at or before the next general count to be holden for the faid manor, or any other succeeding court, to furrender into the hands of the lord of the manor aforefaid, by the hands and acceptance of J. P. gent. steward of the faid manor for the time being, all those _____ acres of customary lands, with the appurtenances, lying and being in, &c. within the jurisdiction of the manor aforesaid, and in the tenure of the lord mayor, commonalty and citizens of the city of Lundon, and in the occupation of the bridgemasters, or their assigns, or under-tenants, and all my estate, right and interest, both in law and equity, of, in and to the said premises, and every part and parcel thereof, to the use and behoof of me the said Sir J. W. and of H. P. esq; and R. L. esq; aldermen of the city of London aforefaid, and of the heirs of the survivor and longer liver of me the faid Sir J. W. and of the faid H. P. and J. L. for ever; la Trust for the reparation of London bridge; hereby ratifying and costfirming all and whatfoever my faid attorney shall lawfully do or cause to be done in and about the premisses. In Witness, &c. A Letter

A Letter of Attorney from a Son and Heir, to surrender Copyhold Lands that were mortgaged. (a)

INOW, &c. That I R. B. of, &c. (son and heir, and also exe-A cutor and refiduary legatee of the last will and testament of R. B. my late father deceased,) for divers good causes and valuable consideraboas me hereunto moving, Have deputed, authorized, impowered and defired, and by these presents Do, &c. A. and B. of, &c. (feoffees er trustees of my said late father deceased,) At the next or some other copyhold or customary court to be holden for the manor of M. in the county of N. to furrender and release into the hands of the lord or lords of the faid manor for the time being, according to the cultom of the hid manor, All those customary or copyhold lands, &c. and all other the lands, tenements and hereditaments, which at a court held for the hid manor on or about the ---- day of; &c. were surrendered into the hands of the lord of the faid manor by W. P. esq; (fince deceased) and J. H. and O. O. (fince likewise deceased) his then trustees; To the Use and behoof of the said A. and B. their heirs and assigns, In Trust to perform the last will and testament or other free disposition of my faid father in mortgage, with their and every of their appurtenances: and all the estate, right, title, interest, property, claim and demand whatfoever, either at law or in equity, as well of the faid A. and B. as of me the faid R. B. of, in, to and out of the same; To the Use and behoof of C. and D. of, &c. their heirs and assigns, Nevertheless as soffees, and upon the special trust and considence therewith to sulfil the that will and testament or other free disposition of B. P. widow and red of the said W. P. And for default of such will or disposition, In Traff for the heirs or assigns of the said E. P. hereby ratifying and conbraing what they the said A. and B. shall do pursuant to the power hereby given. In Witness, &c. (b)

(b) There was also an acquittance for the money from R. B. and his release of all claims to the lands mortgaged.

⁽s) Note; W. P. efq; deceased, some time since surrendered copyhold lands beld of the manor of M. to trustees in trust for R. B. efq; deceased, by way of santgage for securing 100 s. and interest, which afterwards was paid off; so R. B. efq; son and heir and executor of the said R. B. gives a letter of attorney to his suffect or trustees to surrender mortgaged premisses to the use of Mrs. P.

A Letter of Attorney to take Admittance to Copybold Lands, and after Admittance to furrender.

O all christian people to whom these presents shall come: I A. T. gent. coulin and heir of L. T. doctor in divinity, to wit, the fon of R. T. gept. who was the brother of the faid L. fend greeting. Whereas R. C. and E. his wife, on the, &c. which was in the year of our Lord, Ge. did surrender into the hands of the lord of the manor of B, in the county of S. one close of land called Breeches, and Newels, containing by estimation ten acres (being parcel of one yard of boardland, called *Fairmanners:)* and one other close of land called Breeches, containing by estimation six acres, and one close of land called Downeroft, containing by estimation five acres, lying in W. in the faid county, and holden by copy of court-roll of the faid manor, by the yearly rent of 7s. 2d. to the use and behoof of the said I. T. and of his heirs for ever, according to the cultom of the manor afore; faid, upon a condition for making void thereof, if the faid R. C. and L. his wife should pay unto the said L. T. 1061. at several days long fines palt. And whereas the faid furrender was made unto the faid L. T. in trust for the dean and chapter of the cathedral church of, Gr. and the monies thereupon lent were the proper monies of the said dean and chapter, and the condition of the said surrender is not yet performed. Now know ye, that I the said A. T. in discharge and persormance of the trust in the said L. reposed as aforesaid, at the request and by the direction of the faid dean and chapter, do by these presents make, authorise, appoint and put N. C. of the city of, &c. in the county aforesaid, gent. my true and lawful attorney, for me and in my name, stead and place, and to my use, to receive, have and take admittance of and from the lord of the manor of B. aforefaid, or his steward of his court there, of, in and to the said several closes of land and premisses before mentioned, with the appurtenances, according to the custom of the manor aforefaid; and at any time after such admittance so had and teken, to surrender into the hands of the lord of the said manor, all the faid feveral closes of land and premisses, with the appurtenances, to the use and behoof of such person or persons and their heirs, as the said dean and chapter shall appoint: And further, to do and execute every act and thing necessary or expedient to be done in or about such admitpance and furrender as aforefaid, as fully and amply as I the faid A. T. might or could do in my own person. In Witness, &c.

To imposver a Person to be admitted to a Copyhold Estate, and to let the same.

7 NOW, &c. That I R. Y. of _____youngest daughter and heir, (according to the collom of the manor of —) of A. B. of deceased, Have made, ordained, constituted and appointed, and in my place and stead put, and by these presents Do make, &c. J. R. of - my true and lawful attorney for me and in my name as fuch heir of the said A. B. as aforesaid, and to and for my sole and proper use and behoof, to appear at the next general court baron to be holden for the faid menor of - or at any other subsequent court baron to be olden for the same manor, and then and there to pray admittance and be admitted to All that copyhold, Gr. To bold the faid, Gr. To the We of me the faid R. T. my heirs and affigns for ever, at the will of clord, according to the custom of the said manor; And also in my the to pay a licence to let the faid. &c. with their and every of their purtenances, for such time or term of years as he shall think proper, ad also for me and in my name to let the said, &c. with the appurteunces, unto such person or persons as he shall think sit. In Witness,

To be admitted into Copybold Lands, and afterwards to furrender the same , to the Use of the Cestuy que Trust.

O all, &c. W. P. W. of, &c. esq; sendeth greeting. Whereas T. V. of, &c. and J. his wise, did on, &c. last part, out of court, surrender into the hands of the lords of the manor of R. in the said county of M. by the hands and acceptance of W. L. esq; steward of the said manor, All those fix sellions of customary lands in R. within the said manor, with their and every of their appurtenances then or then late in the tenure of M. G. widow, and all other the customary lands and hereditaments which he the said T. V. in his own right did hold of the said manor of R. To the Use and behoof of the said W. P. W. and his heirs, As by the said surrender may appear. Now, &c. that the said W. P. W Hath, and by, &c. Doth nominate, constitute and appoint D. W. of, &c. and J. B. of, &c. jointly or severally, for him the said W. P. W. and in his name and stead, To receive, have and sake admittance of and from the lords of the said manor of the said six sellions

fellions of lands, hereditaments and premisses upon the said surrender, and according to the custom of the said manor, And immediately after such admittance as aforesaid, in the name and stead of the said W. P. W. to surrender all the said six sellions of lands, hereditaments and premisses, and all other his copyhold lands and hereditaments held of the said manor, into the hands of the lords of the said manor, To such Use, intents and purposes as he the said W. P. W. hath or shall at any time hereafter, by his last will and testament in writing, already by him signed, sealed, and published or declared in presence of two or more winnesses, or hereafter to be signed, sealed, published or declared, and to be attested as aforesaid, give, devise, limit or appoint the same. In Witnesse, &c.

To receive the Rents of a Copybold Estate.

NOW, &c. that we Sir J. W. of London, knt. H. P. and R. both of London aforesaid esqrs. trustees of the premisses herein and mentioned, Have made, &c. and by, &c. De make, &c. J. R. of, & our true and lawful attorney, for us and in our name, at the next or a fucceeding court to be held for the manor of W. in the county of E ask and demand admittance to all those - acres of land, with the appurtenances, lying and being in, Ge. within the jurifdiction, and he of the manor aforesaid, by the copy of court-roll, and in the tenure the lord mayor and commonalty and citizens of the city of London, at in the occupation of the bridgemasters or their assigns, or under-tense to the use and behoof of us the said Sir J W. H. P. and R L. the heirs of the longer liver of us the faid Sir J. W. H. P. and R. In Trust for the reparation of London bridge, to be holden of the la of the manor aforesaid, according to the custom of the said manor, the rents and fervices of right due and accustomed; hereby ratifying ਓc. In Witness, &c.

To receive Rents of several Messuages from several Persons, to demand, &c.

Of and from all and every the tenants of all or any mefluages, lands, tenements and hereditaments, fituate, &c. and all other perform or performs whom it doth or shall concern, all such sum and sums of money, which now is, are, and which shall be and grow due, owing and payable to me for rents, or arrears of rent, for and in respect of all or any my messuages, &c. at, &c. aforesaid, (granted to them or any of them by lease or otherwise), and in default for non-payment of such rent.

per into all, or any my faid meffuages, &c. or any of them, or any part thereof, and to distrain for the same, and the distress and distresses there found, to lead, drive, carry away, sell and dispose of, and to act and do therein in all respects as the law in that behalf directs: *And to so and perform all other matters and things relating thereunto, as fully a langest might or could do personally: And upon receipt, &c.

Another.

ND to use and take all or any other lawful remedies, ways, And use other means and advantages whatseever, for or upon default or non-means, payment of all or any such rent, or arrears of rent: And likewise to and transact cantact, do, perform and accomplish all other affairs whatseever, relat-other affairs to all or any my said messuages or tenements, as occasion shall re-relating to maire, as fully as I myself might or could do, were I personally pre-the premisses.

And upon receipt or recovery of all or any such rent, or arrears of Acquittals.

The like, of one Person.

To demand, &c. of and from C. of, &c. his executors, &c. id his and their undertenants, and all other person and persons whom doth or shall concern, all such sums, &c. by and from the said C. is rent, and arrears of rent, for a messuage or tenement, situate, &c. id other messuages and premisses which he holds by lease, from me the id A. and to call the said C. to an account, and to settle and adjust all ecounts with him concerning the premisses; and if need be, to enter,

To receive Quit Rents of a Manor

From a Person impowered by a Letter of Attorney to another, to receive Rents and make Leases, and to sell a Pew, for bit and the other's (by whom he is impowered) joint Account.

TNOW, &c. that J. A. &c. the lawful attorney of B. &c. have made and ordained, and by these presents (by virtue of the power. and authority to me in that behalf given by the faid B. by a certain writing or letter of attorney under her hand and feal, dated, &c. now later pail) do make, ordain, &c. C. of, &c. and do hereby authorize and impower him to act as, and to be the attorney of the faid B. in her same to demand, &c. of, &c. and from all and every the tenants of, &c. belonging to the faid B. in, &c. and all others whom it shall or mig concern, all such sum, &c. and in default, &c. to enter, &c. and diftrain, Uc. And for default of payment thereof, to enter in the name of the whole, and possession to take; And in the name of the sale B. to make, feal and execute any leafe or leafes of the faid melluages or any of them, for any term or number of years; and in the name the said B. to bring any ejectment or ejectments thereupon, as in said cases is usual: And I the said A, as well on the behalf of the said & and by virtue of the power aforesaid, as in my own right, do forther hereby authorize and impower the faid C. to demand, recover and re ceive, as well of and from D. Gc. as all others whom it doth or ha concern, all such sum and sums of money due, payable or belonging or which shall be and grow due and payable to the said B. and me that faid A. for rent and arrears of rent, for a feat or pew, No.-G.'s church, belonging to the faid B. and me the faid A. equally; a to fell and dispose, as well of the moiety, or one half part belonging the faid B. as the other moiety or half part thereof, belonging to met said A. of and in the said pew, and of all our, and either of our terms rent and interest therein and thereunto, to such person or persons, and for fuch fum or fums of money as he shall think fit, and to seal and except cute such deed or writing as shall be requisite in that behalf; and upon receipt of all or any rents, or arrears of rents, and other fum and fums of money, by virtue of these presents, do make and give sufficient dilcharge and discharges for the same from time to time: And I the said A. do hereby give and grant unto the faid C. all my full power and authority, as attorney of the faid B. and otherwise in and touching the faid premisses, to use, have and take all lawful ways and means, in and for recovery and receiving of the said rents and arrears of rent, and other fum and fums of money, or any part thereof; and to do and perform all other matters and things in and to the premiffes requisite and necessary, as fully as I myself might or could do, by virtue of the power to me given by the said B. or otherwise. And I do hereby ratify, &c.

In receive Rents, and to recover and receive several Debts from several Rafons, with an Assymment of the Debte and Declaration of Trust threef, with a special Covenant.

NOW, &c. that I B. H. of Landon, merchant, have made, ordained, constituted and appointed, and by these presents do. irrevocable, and do hereby likewife give unto my faid attorney full rears at Dein, and lawful and absolute authority, to alk, sue for, levy, require, ver-liver and receive, all and all manner of rent and arrears of rent, that by due and owing to me by T. S. elq; mayor of Dover, and the w J. and the fame to detain and keep to his own proper use and be-(s and likewise to recover, receive and take of J. P. of Calais, Debts in his mother, a debt of 200 crowns of French money; and likewise France, Go. recive take, sue for and recover 741, 10s. of and from J. D. of, and likewise to receive, take, sue for, and recover of and from And upon receipt of all and every my part of the short of money, to give, seal and deliver such acquitand other legal discharges as the law will allow, and as I myself the were I personally present a and whatsoever my said attorney do, or cause to be done, about or concerning the premisses, I the H. H. do and shall ratify, confirm and allow as fully and amply, to resease and purposes, as if I myself were personally present and did the same of the personal decision of the same of the monies to be recovered by reason of the same, to the said W. E. affignment parentors and affigure, And I do hereby declare, that the faid feveral thereof, his declarawith me so contracted, and to me now legally due as aforesaid, tion. In some acted, and were so due to me in trust for the said W. E. secutors, administrators and assigns; And I do hereby, for myself my heirs, covenant and grant, to and with the said W. E. his exe- his covenant. es and assigns, that I the said B. H. have not, nor that I, my exeor administrators, shall not, nor will release, discharge, make d, or obstruct the recovery of the said debts, or any part of them, any of them. In Witness, &c.

Perused and settled by Mr. serjeant S.

m three Executrixes to receive Dehts, Rents, and to let, &c. their late Testator's Estate.

NOW, &c. that S. B. of widow, C. H. of widow, and E. R. wife of J. R. of ____ the three execuxes of the last will and testament of G. S. of - gent. depied, Hath, and each of us Hath nominated and appointed, and by

these presents Do, and each of us Doth nominate and appoint F. T. of, Se. our true and lawful attorney, for us and in our name, and for our use, to atk, sue for, recover and receive all and every sum and sum of money, debts, dues and demands, of what nature and kind forward now due or owing unto the estate of the said G. S. deceased, from a person or persons whatsoever or wheresoever; And also all t rents and arrears of rents now due, or which at any time or time hereafter shall grow due, for all or any of the manors, messus lands, tenements and hereditaments, late of the faid G. S. deces in the faid county of ---- or ellewhere, in the kingdom of Em To make leafes. of and from the respective tenants or occupiers thereof, And to let; or leafe out, or to contract for letting out, all or any of the faid nors, meffuages, lands, tenements and hereditaments, in such mai

Non-payment.

and to fuch person or persons, and at such rent or rents, as he the F. T. shall think proper; And for non-payment of such sum or he of money, debts, dues and demands, so due and owing, or of the s rents, or arrears of rents, of all or any of the faid manors, mellus lands, tenements and hereditaments, of and from all or any the nants or occupiers thereof, to fue, profecute, levy and distrain, for in respect of the same, according to the proper rules of law in that half, for recovering of debts and rents; and upon payment of any or fums of money, be it for debt or rent, to fign, feal or execute discharge or discharges for the same as stiall be proper, and all feal and execute any leafe or leafes, contracts or agreements which shall so make as aforesaid of and concerning the said manor, fuages, lands, tenements and hereditaments, to fuch person or per for such term or terms of years, and at such yearly reserved to rents as he shall judge proper; and generally to do, or cause done, all fuch act or acts, thing or things whatfoever, in or about premisses, as shall be necessary and requisite to be done, as sull effectually to all intents and purposes whatsoever, as we the said C. H. and E. R. might or could do in our proper persons, if presents had not been made or executed; and we do hereby ratify low and confirm all and whatfoever our faid attorney shall lat do, or cause to be done, by virtue of these presents. In ness, &c.

To reckon with a Tenant, &c. for Money received by him pursual a Power, and to receive Rent, and pay, compound and agree for Heriot to the Lord of the Manor, and to demand Admittance.

That A. G. and B. his wife, relict of C. her late but band deceased, do hereby make, &c. D. &c. and E. &c. jointly and severally, to call to account and reckon with F. Ge. for and to demand and receive of him all fum and fums of money (by him received

by or by virtue of a power to him granted from G. late father of B. decessed) which are now due or payable to the said A. and B. his wise; and also demand, &c. all such rent, &c. by and from J. C. &c. for and in respect of, &c. now in his possession, and upon non-payment thereof to enter, &c. And also, for them and in their names and on their behalfs, to pay or compound and agree for the herios, or such parthereof as to them belongs, which is payable in respect of their sat of the said premisses, in the occupation of the said J. C. to the said of the manor, of whom the same are held; and for and in the said on the behalf of the said B, to demand admittance, and to hadmitted to the said messures, &c. according to the will of the said and to do and perform all such other matters and things as shall be said to do and perform all such other matters and things as shall be said to do and perform all such other matters and things as shall be said to do and perform all such other matters. Giving, &c.

To execute a Leafe of a House.

70 all, &c. IS. H. of, Gr. elq; send greetin. Whereas I the faid S. H. have agreed to let to the right honourable lord L. all my new-erected melluage, Sc. lituate, Sc. for ---- at and under the yearly rent of - payable quarterinitheut any deduction for any taxes parliamentary, parochial, or wife what foe ver: And evhereas I am going into foreign parts bethe fee, and therefore have agreed with the lord L, to make J. M. toldsmith, my lawful attorney, to execute such lease of the pre-1: Now know ye, that I the faid S. H. Have made, ordained, weed and appointed, and in my place and stead put, and by these notes Do make, ordain, constitute and appoint, and in my place and put the said J. M. my true and lawful attorney, for me and in my te, and as my act and deed, to sign, seal and deliver an indenture kale of the said messuages, &c. to the said Lord L. for -- last past, under the yearly rent of - 1. &c. typhic quarterly at the shop of the said J. M. in ---- without any aduction for any taxes parliamentary, parochial, or others, and with sich reasonable covenants as are usual in leases between landlord and mant, and to do, or cause to be done, all such further acts, matters or ings, as are necessary for making the said lease, and whatsoever my did attorney shall do, or cause to be done, in and about the premisses, 1 do hereby ratify and confirm the same, as fully as if I were present, and did the fame in my own proper person. In Witness, &c.

From a refiduary Legatee, to make Leafes of an Estate in Scotland for 21

Years or three Lives, at the best improved Rent.

NO all, &c. F. B. of, &c. elq; reliduary legates of B. B. late of, Gr. esq; deceased, sendeth greeting. Whereas the said F. B. is seised of and in several messuages, &c. in and about C. in the county of S. which he is willing and defirous should, from time to time, he let and set for his best advantage: Now know ye, that the said F. B. repoling great trust and confidence in F. H. of, &c. gent. Hath constituted, &c. and by, &c. Doth hereby constitute, &c. the said F. H. his true and lawful attorney and agent, and doth hereby impower, give warrant and authority unto the faid F. H. for him and in his name, by any writing or writings under his hand and seal, testified by two or more credible witnesses, to make any lease or leases, demises or grants of the said messuages, &c. or any part or parcel thereof, unto any perfon or persons whatsoever for the term of 21 years or under, or for one, two or three lives, or for 90 years if three lives, or any of then shall fo long live, in possession, and not in reversion, so as upon all and every fuch leafe and leafes there be referred payable, during the const nuance thereof, the yearly rents that are now referred and payable, of the best improved rent that can be had or reserved for the same, with such covenants, grants, agreements and conditions, to be contained in the feveral writings as are usual in leases in the kingdom of Scotland; And the faid F. B. for himfelf, his heirs and assigns, doth hereby to tify, confirm and allow, all and every act and acts, thing and things which the faid F. H. shall do by virtue of these presents. In Will mele, &c.

. For one to execute Writings for Others.

T. M. Have, and each of them Hath directed, authorifed and appointed, and by these presents Do, and each of them Doth direct, &c. the said Sir T. H. and F. M. and either of them, to sign, seal and execute the before recited indenture quinquepartite, and to deliver the same as his and their respective act and acts, deed or deeds, to the use and uses of the person and persons therein named, to take and have the benefit thereof and thereby. In Witness whereof they the said F. D. and T. M. have hereunto set their hands and seals, the, &c.

From a Papist to register his Estate pursuant to Ad of Parliament.

NOW all Men, &c. that I A. R. widow and relieft of J. R. of D. deceafed. Have made, &c. and by, &c. Do make, &c. of D. deceased, Have made, Gr. and by, Gr. Do make, Gr. A. B. of, &c. and C. D. of, &c. or either of them jointly and severally, my true and lawful attorney and attornics, for me and in my name, place and stead, to register, or cause to be registered, my name and all my real estate in the county of N. and to subscribe my name in spen festions to such registry-books or rolls as the clerk of the peace for the said county of N. or his deputy shall prepare for that purpose, and to perform and fully execute for me and in my name, place and stead. tuch act and acts, thing and things whatfoever, requifite or neceffary for registering my name and real estate, as I am any wise obliged or required to do, in and by the late act of parliament, made in the first year of our present majesty's reign, intituled. An act to oblige papills to segifier their names and real estates, as fully to all intents, constructions purposes whatsoever, as I could do the same and were actually prethat and did the same in my own proper person; And whatsoever my sid attorney or attornies shall do, or cause to be done in and about the remiffes, I do hereby ratify and confirm the fame. In Witnefs, &c.

To let a Ship and feal a Charter-Party.

That J. A. &c. part owner of the good ship or vessel called the L. burthen, &c. now, &c. whereof M. is master, have made, &c. and by, &c. do make, ordain, constitute, authorise and knower B. of, &c. to be my true and lawful attorney for me and in my name, and on my behalf, to let the said ship to freight to such merchants as shall hire the same for a voyage to A. in Russia this present sason, and back to L. to take in, &c. (such goods, and at such rates, sand as in a charter-party); and for me and on my behalf, or for and on the behalf of the said master of the said ship to seal and execute such charter-party of affreightment, and other writings for letting the said ship to steight for the said voyage, as shall be requisite in that behalf; and I the said A. do hereby ratify and confirm, as well such the execution of the said charter-party, and other writing as aforesaid, as all other matters and things whatsoever, which the said B. shall legally do in and touching the premisses. In Witness, &c.

Concerning Partitions of Lands, &c.

Letter of Attorney to enable a Person to make a Partition of a Plantation in Jamaica, with other Powers, &c.

O all, &c. J. H. of, Gc. Whereas the said J. H. together with C. H. of, &c. are legally seised of and well entitled to the seven lands, tenements, plantations, flaves, and other hereditaments common called or known by the name of H's Upper and Lower Pen, and seven other lands, tenements and hereditaments, situate, lying and being in the island of Jamaica, and which were formerly the estate of R. H. esq; la attorney general of the faid island, as tenants in common in undivide moieties; And whereas the said J. H. is desirous to have his said moie of the faid estate parted, and allotted to him in severalty; and for the purpose R. H. son of the said J. H. hath agreed forthwith to repair the said island, and to solicit and procure the partition of the said estat and to manage the affairs and interest of his said father in the said island Now these Presents ewitness, that he the said J. H. for and in consider tion of the trust and confidence which he placeth in the faid R. H. fon, Hath ordained, constituted and appointed, and by these present Doth, &c. the faid R. H. his lawful attorney, in the name and at the proper expence of the faid J. H. and on this behalf to use all ways a means, either by fuing out one or more writ or writs of partition common law, or by English bill in a court of equity, or by applicated to any other court of judicature in the said island of Jamaica; or deed or deeds to be duly executed, without fuit in law, to procure final partition and division of the said lands, tenements and heredit ments so held in common with the said C. H. and an allotment of or equal moiety thereof to the faid J. H. and his heirs in severalry And for that purpose the said J. H. Doth hereby impower the said A H. his son, to commence and prosecute, him and on his behalf, manner of actions or fuits at law or in equity, it any court or court of judicature what soever in the said island of Jamaica; and also to a pear and defend for him in any such courts, any suit or suits what ever, which may be hereafter fued or profecuted against him the laid H. or his tenants or undertenants in the faid island; And further execute and deliver, for him and on his behalf, all such deed or dee as may be necessary for the procuring the partition of the said estate, also for the letting and setting the said moiety to proper tenants or a dertenants for such terms of years as he shall think fit; And the said] 11. Doth hereby further impower the faid R. H to demand and receive of and from the present and former occupiers of the faid estate, all sud rents, quit rents and other fums of money whatfoever, which are pol

due and in arrear to the faid J. H., and which shall hereafter accrue and grow due to him on account of his interest in the moiety of the sa d plantations, lands, tenements and hereditaments, and on receipt of any soms of money on such account, to give acquittances, receipts, and other proper discharges to the persons making such payment, in the name of and on behalf of the faid J. H. and in case they shall negled or refuse to make such payment, to commence and prosecute with effect, any fuit or fuits whatfoever, in the name and at the expence of the said J. H. in order to enforce such payment, or to make my composition for the same; And the said J H. doth hereby invest the faid R. H. his son, with full power and authority for the collecting, receiving and recovering all fums of money which are due to the faid J. H. in the faid island, as one of the residuary devisees or legatees, named in the last will and testament of R. H esq; late attorney genend of the said island of Jamaica; And the said J. H. for the considemions aforesaid, Doth hereby for himself, his heirs, executors and administrators, covenant and agree to and with the faid R. H. his exemore and administrators, that it shall be lawful to and for the faid R. II. to retain in his own hands, for his own use and benefit, all the tents and profits, which shall grow due to the faid J. H. his heirs and afsigns, from the faid estate, for and during the space of two years next sher the arrival of the faid R. H at Jamaica, without rendering any **Recount thereof** to the faid \mathcal{T} . H. his heirs or affigns; the faid R, H. Afraying at his own expence all taxes, quit-rents and other charges and incumbrances what soever, to which the faid moiety shall be liable during the said two years, and all charges which shall attend the rectiving and recovering the rents and profits of the faid estate arising, during the faid term; And the faid J. H. for the confideration aforeand in confideration of the natural love and affection which he beareth to his faid fon R. H. doth hereby for himself, his heirs, exeentors and administrators, covenant and agree to and with the said R. III. his son, his executors and administrators, that he the said J. H. heirs and assigns, from and after the expiration of the faid term of years, next ensuing the arrival of the said R. H at Jamaica. and will stand and be seised of one moiety of all the lands, tenements, flaves, plantations, and other his estate of which he is now filed or entitled to in the faid island of Jamaica, with their apputenances, and all the rents, reversions, services and profits whatsoever arising thereby, To the Use of the Said R. H. for and during the term of his natural life; And that at the end of the faid two years, the fid J. H. during his natural life, shall bear his equal share and proportion of all profitable and lasting improvements which shall be made by the faid R. H. upon the faid estate; And the faid J. H. doth hereby promise to ratify and confirm all such acts and deeds which the said R. H. shall legally do and execute, or cause to be done and executed, in pursuance of the authority hereby given him; And doth hereby revoke. and declare void all former powers and authorities by him formerly granted to other attornies, and particularly to G. B. of Spanish Town in the faid is and, merchant, and \mathcal{T} . G. of the fame place, planter, for the management of his estate and effects in the said island; And doth ' hereby and at the expence of the faid 7. H. to bring the faid G. B. and T. G. and all other his former attornies, to an account for such Ff2 monies

monies as they have received for his use, or for the mismanagement of his estate and esseeds in the said island, and to ballance and adjust such accounts; and upon receiving the monies due upon such ballances, or the settling and adjusting any disputes andmatters in controversy between the said J. H. and his former attornies, in the name and on the behalf of the said J. H. to execute such releases, acquittances, or such other discharges as shall be in such case requisite. In Winese, &c.

Conceining Warriages.

From an Executrix of an Executrix to a Truffes, to transfer Stock to raife her Portion, and to pay the same to the intended Husband on executing the Settlements prepared.

O all, &c. B. B. executrix of the last will and testament of M. B. her mother, who was executrix of R. B. esq; father of the said B. and husband of the said M. sendeth greeting. Whereas & marriage is, by God's permission, shortly to be had and solempized between W. B. of, &c. esq; and the said B. B. in consideration thereof, and the sum of 10,000 l. the said B.'s present portion, the said W. B. hath agreed to make suitable settlements: And whereas the said sum of 10,000 l. and other sums, part of the personal estate of her father and mother, are vested in South-Sea annuities and other stocks: Now know ye, that as well for raising the said sum of 10,000 l. as such money as the faid B. shall have occasion for, to buy her wedding-cloaths and other necessaries, She the said B. B. Hath authorized and directed, and by, &c. Doth, &c. J. E. of, &c. esq; to sell, dispose of and transfer so much of the stocks as will amount to the sum of 10,000 L and on execution of the faid marriage-fettlement (already prepared and esgroffed) by the faid W. B. to pay to him the faid W. B. the faid fum of 10,000 l. and also by such sale and transfer as aforesaid, to raise the fum of, &c. and pay the same to the said B. for the purposes aforesaid; Hereby ratifying, &c. In Witness, &c.

Concerning Wortgages.

To receive Money due on a Mortgage, and for that Purpose to prosecute Suits in Law and Equity, with Power to compound and execute Conveyances on Payment.

O all to whom these presents shall come, I S. H. of, &c esq; Pigot 306. fend greeting. Whereas by indenture of leafe and releafe, bearing date respectively the 25th and 26th days of, &c. and made between R. M. of, &c. of the one part, in confideration of, &c. the said R. M. Did grant unto me the said S. H. and my heirs, all that, &c. fibject to the redemption of the said R. M. on payment of, &c. as in and by the said indenture of release, relation, &c. And whereas the faid principal and interest is still behind and unpaid, I the said S. H. being resolved to use my utmost endeavours to recover the said money by bill of foreclosure, ejectment or otherwise, but being gone into parts beyond the seas, have agreed to authorize J. M. of L. Uc. to recover the same, and to prosecute such suits, both at law and in equity, as counsel shall advise, for the recovery thereof, or otherwise to compound the said debt: Now know ge, that I the said S. H. Have made, ordain -. ed, constituted and appointed, and in my place and stead put, and by these presents Do make, ordain, constitute and appoint, and in my place and stead put the said J. M. my true and lawful attorney, for me and in my name and to my use, to sue for and prosecute at law or in equity, the said R. M. his heirs, executors and administrators, for the faid sum of, &c. and interest, and to bring any ejectment or ejectments, bill or bills of foreclosure, or any other action or suits as shall be thought most proper to compel the payment of the said money, and to receive the same, and releases, discharges, and other sufficient acquittances to give for what he shall receive, and full power to make any composition or agreement touching the payment of the said debt, and under him one or more attornies or folicitors to make and substitute, and to difplace them or any of them, and others in their room to substitute, and 10 do, or cause to be done, all such matters and things as shall be needful and requisite for the recovery of the said mortgage-debt; And further for me and in my name, and as my act and deed, to feal and deliver any conveyances, indentures or deeds poll, or other deeds whatloever, relating to the said debt and mortgaged premisses, either for the releasing my right to the same on payment of the money thereon due, or for acquitting and discharging any sum or sums of money he shall receive, or conveying the said mortgaged premisses to any other person or persons, and their heirs, or for compounding the same debt,

Letters of Attorney.

or otherwise, as to him shall seem meet; ratifying and allowing, confirming and holding good and firm in law whatsoever my said attorney shall do, or cause to be done in and about the premisses, as sully, to all intents and purposes whatsoever, as I might or could do the same, if I were personally present. In Witness whereof I the said S. H. have hereunto set, &c.

From a Mortgagor to the Agent of the Mortgagee, to receive the Rent of the mortgaged Premisses, thereout to pay to the Mortgagee the luterest as it becomes due, and the Surplus to the Mortgagor; and a Covenant not to revoke the same till the Mortgage shall be paid.

O all, &c. 1 H. T. of, &c. send greeting. Whereas by indentures of lease and release, the lease bearing date, &c. made between me the said H. T. of the one part, and G. C. of, &c. of the other part, and the release bearing equal date herewith, and made between the said H. T. and M. my wife, of the one part, and the said G. C. of the other part, The faid H. T. together with the faid M. my faid wife, in confideration of 1600 l. to me paid by the faid G. C. Did grant and convey to the faid G. C. and his heirs, all that, &c. To bave and to bold the faid manors and premisses unto the faid G. C. his heirs and assigns for ever; In which said indenture of lease is contained a proviso, that if I the said H. T. &c. (proviso of redemption): Now know ye, that for the better and more punctual payment of all such interest as shall grow due for the said principal sum of 1600 L. I the said H. T. at the defire of the faid G. C. Have made, &c. and by, &c. De make, &c. T. L. of, &c. my true and lawful attorney, for me and in my name to ask, demand and receive of and from all and singular the tenants in the faid indentures of leafe and releafe particularly mentioned, all and every the rents and profits of their farms, as they shall grow due and payable, and thereout in the first place to pay to the faid G. C. his heirs, executors, administrators or assigns, the interest of the said sum of 1600 l. and after payment thereof, to pay the overplos of the faid rents and profits to me the faid H. T. or to fuch person or persons as I shall appoint; Giving, and by these presents granting unto the faid T. L. as full power to act as aforesaid, in and about the said premisses, as if I the said H. T. were personally present; And upon receipt of the faid rents and profits, acquittances and other legal discharge to give for the same; Ratifying and hereby confirming whatsoever the said T. L. shall do, or cause to be done in and arout the premisses, as fully, to all intents and purposes, as if the same were done by myself, and I were personally present; And I the said H. T. for myself, my heirs, executors, administrators and assigns, do hereby covenant, grant and agree to and with the faid G. C. his heirs, executors, administrators and alligns, that I the faid H. T. my heirs, executors, administrators or assigns, shall not, nor will revoke or recall these presents, or the liberty

or authority hereby granted, or any matter or thing which he the said T. L. shall legally do or cause to be done in and about the premisses, until the said G. C. be fully paid and satisfied the said principal sum of 1600 l. and all interest to grow due for the same. In Witness, &c.

Concerning Intestates' Estates.

To receive the Distributive Share of an Intestate's Estate.

O all, &c. I T. C. of, &c. fend greeting. Whereas F. C. my fifter, lately died intestate, by means whereof, and by virtue of the flatute made for the better distributing intestates' estates, I am become legally intitled to a distributive share of my said sister's personal estate : Now know ye, that I the faid T. C. having and repoling great trust and considence in G. C. of, &c. Have made, &c. and by these presents De make, &c. the faid G. C. my true and lawful attorney, for me and in my name to fue for, ask, demand, receive and recover of and from - administrator of the said F. C all my distributable share of the personal estate of my said sister, which I am by law entitled unto, and all fum and fums of money, goods, chattels and personal estate whatsever, which by my said sister's dying intestate, or on any other account belong, or of right ought to belong to me, and receipts and other legal discharges for me and in my name to give to the administrator of my said sister, for what my said attorney shall receive, and to make any agreement or composition for my said distributable share of my faid fifter's personal estate, or for any other matter or thing due to me on that or any other account, and whatfoever my faid attorney shall do, or cause to be done in or about the premisses, I do hereby ratify and confirm the same, as fully, to all intents and purposes, as if I had been actually present and done the same in my own proper person. Witness, &c.

Another.

TO all, &c. I M. G. of, &c. fend greeting. Whereas I the faid M. G. by the decease of J. G. my father, who died intestate, am entitled to a distributive share of a certain leasehold estate in W. in the county of L. and other my said father's personal estate: Naw know ye, that I the said M. G. having, &c. in E. T. of, &c. Have

made, Gr. and by, Gr. Do fully, freely and absolutely make, Gr. the said E. T. my true and lawful attorney irrevocable, for me and in my name, and to my use to ask, demand and receive of and from M. G. widow, relict and administratrix of the said J G. all such fum and fums of money, and all fuch goods, chattels and personal estate as is, are, or shall be due to me by virtue of the statute made for distribution of intestates' estates or otherwise howsoever, and for non payment thereof, or any part thereof, to commence and profecute any action or fuit, either at law, in equity, or the ecclefiastical court, against the administratrix of my faid father, or any other person liable to answer or pay the same; And to make any agreement or composition for my said distributable share, as to my said attorney shall seem meet; And on payment or recovery of what is due to me, to feal and deliver as my act and deed, any receipt, discharge, release, or any other deed as shall be thought proper to discharge my said sather's administratrix, and his faid personal estate of and from such right and title as I have, or can or may have or claim, in and to fuch distributable share of the said personal estate; And further I do hereby impower my said attorney, for me and in my name to do and transact all my other affairs, matters and things whatfoever, and to feal and deliver all manner of deeds and writings relating to my faid affairs; And whatfoever my faid attorney? shall do, or cause to be done, in or about the premisses, or any of them, I do hereby approve of, ratify and confirm the same, as fully, &c. In Witness, &c.

Concezning Copaztnezhip.

A Letter of Attorney from an Administratric of a Copartner to the surviving Copartner of all the Debte due in Partnership, &c.

O all, &c. I A. B. of, &c. late wife and administratrix of all and singular the goods, chattels and debts, which lately did belong and appertain unto my late husband J. B. late of, &c. deceased, send greeting Whereas T. B. citizen and ——— of London, and the said J. B. in his life time, were copartners in the art, trade and mystery of a ——— during which term of their copartnership, divers and several debts were made due to them as copartners, which as yet remain unsatisfied, part whereof belongs to me the said A. B. by virtue of the administration aforesaid, and divers other debts were made such between the said T. B. and me the said A. B. which remain in account betwixt the said T. B. and me the said A. B. and which do also remain unsatisfied, one part or share whereof belongs to me the said A. B.

Now therefure know ye, that I the faid A. B. for divers good mifes and valuable confiderations me thereunto especially moving. How made, ordained, authorized and constituted, and by, &c. the T. B. my true and lawful attorney and affignee in this behalf, in the name or names of the said J. B. deceased, or me the said L. B. and the said J. B or in the names of us, or any of us, as cause all require, but to the only proper use and benefit of my said attorney, executors and assigns, To ask, demand, levy, recover and receive and fingular such debts, dues, sum and sums of money, as are or be due, or any ways belonging unto me the faid A. B. by any erson or persons whatsoever, for or in respect of the said copartnership etween the said T. B. and J. B. deceased, or for or in respect of any ther dealings between me the faid A. B. and the faid T. B. Giving, c. And I the faid A. B, for myself, my executors and administrators, o covenant, promise and grant to and with the said T. B. his execurs, administrators and assigns, by these presents, in manner as folws, viz. That I the faid A. B. my executors, administrators or afso, shall at no time hereafter revoke or disallow this present writing letter of attorney, or the authority herein given in part or in all, or by action, fuit, plaint, plea or process, which shall at any time or . ses hereafter be brought, sued or prosecuted against any person or etions, for the recovering and receiving of any of the faid debts, moes and premisses, or of any part thereof as aforesaid, by virtue of the ower hereby given; And laftly, that I the faid A. B my executors radministrators, shall not at any time or times hereafter compound, ceive, release or discharge any of the asoresaid debts, dues, sum and ins of money, or all and fingular such share, part and portion of the ne debts, monies and premisses, or any part thereof, without the refent or agreement of the faid T. B. his executors, administrators affigns, first had and obtained in writing, under his or their hands d seals for that purpose. In Witness, &c.

Concerning Bankrupts.

nam a Creditor of a Bankrupt to receive his Dividend, and release the Debt.

NOW all Men by these Presents, That I A. B. of, &c. gent.

Have made, &c and by, &c. Do, &c. C. D. of, &c. gent.

y true and lawful attorney, for me and in my name to appear before
e commissioners appointed to execute a commission of bankruptcy
varded against A. B. &c. in the parish of _____ &c. and then and
ere to ask, demand, sue for, recover and receive, of and from the

faid bankrupt, or affignee or affignees of the said commission, my share and proportion of the said bankrupt's effects, and for me and in my name to make, seal and execute any release or releases, discharge or discharges, for the debt, or any part thereof, due and owing to me from the said bankrupt, and also to make, sign, seal or execute any certificate or certificates for the discharge of the said bankrupt, and to make, do and execute all and every other act and acts, thing and things whatso ever, needful and necessary to be done in and about the said debt so do and owing from the said bankrupt, or his estate, or relating to the said bankrupt or commission so issued as aforesaid, as I myself may or migh do, were I present at the doing thereof; and I do hereby ratify and consirm all and whatsoever my said attorney shall lawfully do or cause to be done in and about the premisses. In Witness, &c. (a)

A Letter of Attorney to receive Monies and Allowances to a Bankrupt, &
-Virtue of an AB paffed 5 Geo. 1.

10 all, &c. 17. W. of, &c. send greeting. Whereas a com fion of bankruptcy under the great seal of Great Britain awarded and issued against me the said J. W. directed to sundry co missioners therein named, who have proceeded thereon and declared a bankrupt: And whereas I the faid J. W. have from time to timely mitted myself to be examined before the said commissioners named the faid commission, or the major part of them, touching a discovery my estate and effects, and having conformed myself to the directions the feveral acts of parliament now in force concerning bankrupts, tained my certificate from the right honourable the lord high chancel of Great Britain, fairly and without fraud, whereby and by men whereof I the faid J. W. am legally and justly entitled to such allowand as is given to bankrupts by the act passed in the 5th year of the reign his late majesty king George the First, for the better preventing frame committed by bankrupts: And whereas ——— and chosen assignees of my estate and effects: And whereas W. L. of, Ge gent. for the support and maintenance of me the said J. W. my wife and family, did give his promissory note in writing to or one of them, for the sum of 50 l. on condition that in case the said - or one of them, would entrust and supply the faid 7. W. or his wife, with linen or other goods to that value, he th faid W. L. then undertook to pay the same, as by his note, &c. whereas the faid _____ and ___ have bona fide, in monies 20 goods, paid and delivered, for the support and maintenance of mylet

⁽a) See affidavit of executing this letter of attorney, Tit. Affideoits.

wife, and family, to the amount and value of the faid fum of 50 1. or hereabouts; which said sum being demanded of the said W. L. he the id W. L. by virtue of his faid note, is now liable to pay the same: Now so je, that in consideration of the premisses, and to the intent and spose to enable the said W. L to pay the said sum of 50 l in discharge his faid note, and for divers other good causes, and valuable considetions me thereunto especially moving, I the said J. W. Have and by tele presents do absolutely bargain, sell, assign and transfer unto and whe we and benefit of the faid W. L. his executors and assigns, all of every fuch fum and fums of money, and all allowances, benefits and deradvantages whatsoever, as are now due, payable, or any ways beleging unto me the said J. W. as a bankrupt, by virtue of the said exited act given for the benefit of bankrupts in the 5th year of his said the majesty's reign, or otherwise, touching the same; and all my right, merest, property, claim and demand whatsoever, of, in or to the said ereby assigned premisses; And for the better and more effectual enabling in the faid W. L. his executors and affigns, to have and receive all nd lingular the hereby assigned premisses, to and for his and their own k and benefit, for the intent and purpose aforesaid, I the said J. W. ene, and by these presents Do make, constitute, authorize and appoint, din my place and stead put the said W. L. his executors and assigns, y true and lawful attorney and attornies irrevocable, to ask, demand, tfor, recover and receive of and from the assignees of the said comthon, and of and from all other persons whomsoever who are or shall hisble to pay the same, all and singular the hereby before assigned vies, allowances, benefits and premises, and upon receipt and paythereof, or of any part thereof, in my name, or otherwise, to give per and sufficient discharges for the same, and upon non-payment, And finally, I the said J. W. do hereby give and grant unto the dW. L. his executors and affigns, my full and absolute power in all I lingular the faid assigned monies and premises, as well for the suing and recovering thereof, as also for the compounding, releasing and charging of the same, as he or they shall think fit; and that as ly, &c. and I do hereby ratify, &c. In witness, &c.

Letters

Letters of Licence and Composition.

A Letter of Licence from Creditors to a Debtor.

O all People to whom these presents shall come, we who h hereunto subscribed our names, and affixed our seals, creditt of J. B. of, &c. —— fend greeting. Whereas the faid J. B. the day of the date hereof, is indebted unto us the several credit hereunder named in divers sums of money, which at present he is a able to pay or fatisfy without respite and time to be given him for payment thereof: Know ye therefore, that we the faid several credit and each and every of us, Have given and granted, and by virtee these our present letters Do give and grant unto the said J. B. sull free liberty, licence, power and authority, to go about, attend, followed and negotiate any affairs, business, matters and things whatsoever, to at any place or places whatfoever, without any let, fuit, trouble, and attachment, or other impediment to be offered or done unto him the J. B. his wares, goods, monies, or other merchandises whatsoever, any of them, or any part of them, by us, or by any of us, or by heirs, executors, administrators, partners or assigns, of us or any us, or by our or any of our means and procurement, to be fought, tempted or procured to be done, for and during - (fo long) and and immediately ensuing the day of the date hereof: And further, the faid creditors hereunder subscribed do and each of us doth cover and grant for ourselves, our heirs, executors, administrators and ang velpedively, and not jointly one for another, nor for the heirs, execute administrators or assigns of one another, to and with the said J. B. U we, or each or any of us, our heirs, executors, administrators assigns, or any of them, shall not, nor will, during the time aforesa fue, arrest, attach or prosecute the said J. B. for or upon account our respective debts, or any part thereof, or any of them; and that any hurt, trouble, wrong, damage or hindrance, be done unto the J. B. either in body, goods or chattels, or any of them, within the aforefaid term of ---- next ensuing the date hereof, by us or any

Letters of Licence and Composition.

he said creditors, or by any person or persons, or by or through the carement, consent or knowledge, of us or any of us, contrary to true intent and meaning of these presents, that then the said J. B. intue hereof, shall be discharged and acquitted for ever against such is the said creditors, his and their heirs, executors, administrators signs, by whom and by whose will, means or procurement, he shall rested, attached, imprisoned, grieved or damnissed, of all manner clions, suits, quarrels, dues, debts, charges, sum or sums of medical said demands whatsoever, from the beginning of the world the day of the date hereos. In Witness, &c.

letter of Licence from the Creditors of a Bankrupt to the Bankrupt.

O all People to whom these presents shall come, We whose hands and seals are hereunto subscribed and set, creditors of C. K. jun. of _____ in the county of _____ fend greeting. Whereas id C. K. now at the day of the date of these presents, stands just-Id truly indebted unto us his faid creditors feverally in feveral fums honey by bond, specialty, or for goods sold and delivered, or otherwhich by reason of losses happened unto him he is incapable of present payment of, And whereas there hath lately been sued forth secuted a commission of bankruptcy against the said C. K. under rest feal of England: And whereas the faid C. K. cannot be found to be compelled to give any account of his estate, and cause the to be delivered into the hands of the commissioners namin the faid commission, or their assignee or assignees, so as tisfy us the said creditors of the said C. K. our just debts, as the same will reach; But the said C. K. by friends, has ed to meet us his said creditors, in order to give us such satissaction is able, and make such end with us as shall be thought reasonable, dering his present circumstances, in case his said creditors will assure of his person until the 25th day of January now next: Now know but we the said creditors of the said C. K. for the considerations taid, have given and granted, and every one of us for his and their part severally by these presents doth give and grant unto the said full and free liberty and licence, in such fort that he the said C. K. and may peaceably, quietly, and freely go, come, abide, continue, and repais, in, into and from any part, place or places whatfoever, time to time and at all times from the date hereof, until the 25th of January now next coming, without any let, fuit, trouble, arrest, chment, molestation or interruption of the body of the said C. K. by us or any of us, or our or any of our executors or administram any wife howfoever: And we the faid creditors for ourielves &lly, our feveral executors and administrators, covenant, grant and agree,

agree, that whosoever of us, or our executors or administrators, shall, at any time before the said 25th day of January next, molest, arrest of such the body of the said C. K. shall forfeit the debt or debts now due to owing by or from the said C. K. unto such of us as shall so molest him contrary to the true intent and meaning of these presents; and we the said creditors do hereby severally agree that all proceedings against the said C. K. upon the said commission, shall be stayed until the said 25th day of January next, In Witness, &c.

Letters of Composition for Debts.

O all, &c. We J. F. and E. J. creditors of R. C. and C. I fend greeting. Whereas the said R. C. and C. R. are and d. stand jointly indebted, and do owe unto us the faid creditors, dire fums of money which they are willing to fatisfy and pay as far as the are able: Now know ye, that we the faid creditors, who have hither subscribed our names and affixed our seals, finding they the said R. and C. R. are, by losses and otherwise, disabled to pay our full deb Do feverally and respectively agree and bind ourselves, our heirs, & to the faid R. C. and C. R. by these presents to accept and take of the the faid R. C. and C. R. their, &c. after the rate of pound, in full farisfaction of all fuch debts and fums of money, as the do jointly owe unto us, and every of us respectively, the same to be p at four equal payments; the first payment, &c. -R. C. and C. R. (for the more fure and better payment of the fert fums of money aforefaid, in recompence and fatisfaction of our every of our faid several debts, after the rate of as aforefaid), their executors or administrators, do before thebecome jointly and severally bound, with sufficient suréties, unto us every of us respectively, by obligation and with double penalties in form of law to be made, sealed and delivered to us and each of us, to our and each of our uses, by the appointment of us and each of t Provided always, that neither these presents, nor any thing herein of tained, shall bind us, or either or any of us, who have hereunto I scribed our names and put our feals, until all and every of the credits aforesaid shall have sealed and subscribed the same, on or before - next enfuing. In Witness, &c.

An Indenture of Licence and Composition from Creditors to a Widow N enable her to administer, &c.

HIS Indenture, made, &c. Between J. F. F. J. and R. G. creditors of C. R. late of ———— of the one part, and R. Widow of the faid C. R. of the other part. Whereas the faid C. R.

at and before his death, was indebted unto the faid creditors in feveral Recital of Sums of money, And subereas the faid R. R. hath fince her faid huf-debts, and's death perused and examined his estate and essets, and finding and of examihas the same is far short of giving the said creditors a full satisfaction insufficiency their just debts, hath hitherto forborne to take out letters of admi- of effects Marion of the goods, chattels and estate of her said husband, as to and of coner properly doth belong, according to the laws of this realm: And fent to com-te faid R. R. having acquainted the faid creditors therewith, they the pound, Ge. aid creditors and cach of them were and are willing, contented and hased to accept of ---- in the pound for their said debts, upon the curity of the said R. R. and to be paid at such days and times, and nuch manner and form as hereafter is limited, expressed and declared: som this Indenture ewitnesselb, that the said J. F. and F. J. and R. C. e creditors before named, have given and granted, and by these preons do give and grant unto the said R. R. their and every of their full berty, leave, confent and approbation that she the said R. R. and may have and take out, in her own name, letters of adminipation of all and fingular the goods, chattels and personal estate of her deceased husband, without any disturbance or interruption from m or either of them; And that the said creditors before named do themselves severally and respectively, and for the executors and adthat if secundaries of each of them, and not jointly nor the one for the other, rities be thant, promise and grant to and with the said R. R. her executors, given by such miltrators and assigns, That if the said R. R. her executors or ad-a day for trators, do or shall, on or before the ----- day of ----- next composition ing the date of these presents, become bound in several obligations, money, acand sufficient in the law, in several reasonable penalties, unto the quittance, Reveral creditors before named, severally to be conditioned for the given. tors or affigues, of the fum of ———— of lawful money of Great Brifor every pound or 20's, of their due and principal debts by the C. R. in his life time owing respectively as aforesaid, not accounting interest for the same sum or any part thereof, to wit, on the shall and will also at the costs and charges of the said R, R, her tentors or administrators, severally seal, and as their several acts and k deliver unto or for the use of the said R. R. several acquittances discharges in writing sufficient in law, thereby acquitting and reas well the said C. R. his executors, administrators and assigns, also the said R. R. her executors and administrators, of all debts, eds, bills, claims and demands whatfoever, from the beginning of the and until the day of the date of these presents: And the said creditors, se severally and respectively every one by and for himself, his execuand administrators, and not jointly nor the one for the other, do brenant, promise and grant, to and with the said R R. her executors adaministrators, and every of them, by these presents, That if either And if arhe laid R. R. her executors and administrators, or her or their goods rested, to be chattels, or the goods or chattels of her late hulband, or any of them, acquitted, hall at any time or times hereafter, until or before the faid be arrested, attached, sued, molested or troubled by the above named creditors, or any of them, or by any other person or persons, or their or any of their means or procurement, or in their or any of Their right or rights, for or by reason of any debt or debts, so to them

Letters of Licence and Composition.

or any of them owing by the faid C. R. at the time of his decease; That then, and from thenceforth, the the faid R. R. her executors and administrators, shall be acquitted, released and discharged against him or them by whom the said R. R. her executors or administrators, or her, their or any of their goods or chattels, shall be so arrested, attached ed, sued, molested or troubled, of and from all debts, actions, claims and demands whatfoever, from the beginning of the world until the da of the date of these presents; and that these presents to be pleaded sha be a sufficient discharge in that behalf against him or them of the said creditors, his or their executors or administrators, by whom, or be whose means or procurement, or in whose right she the said R. R. h executors or administrators, her or their goods or chattels, or any them, shall be so arrested, &c. contrary to the true intent and mean of these presents: Provided always, That if the said creditors about named do not or shall not at any time before the ----- fign, feal, as their act and deed deliver in due form of law one part of these pre fents unto or to the use of the said R. R. that then these presents, as every thing therein contained, shall be void and of no effect. And the faid R. R. for herself, &c. doth covenant and grant to and with the creditors and every of them, their and every of their executors and a ministrators. That in case all the said creditors shall in due form of la sign, seal, deliver and execute one part of these presents, as aforesa unto or to the use of the said R. R. on or before the -&c. that then she the said R. R. her executors or administrators, fa and will in due form of law make or cause to be made, and duly seals execute, the faid feveral obligations, and deliver the same to and the use of the said creditors, upon or before the-In Witness, &c.

Proviso that if creditors don't deliver one part of these presents before a day fixed, they are to be void.

And covenant to deliver bonds on executing it.

Limitations

Limitations of Alles.

SECT. L

Deeds dechitring (or locality) the Dies of Feoficents, Fines and Recovertes.

(A) Up, what.

M Was (as fons define is) is the profes or benefit of latitle of this.

Or, as others define it,

It is the equity and honesty to hold the land in conscientia boni viri.

, by others described thus :

As ale is a trust or considence reposed in a person, not as to profits and out of land, but as a thing collateral annexed in privity to the see of the land; and to the person tookthing the land, so that he for hom he is trusted shall take the profits of the land; And the tertenant all dispose of it according to his direction; as for example,

If a feeltheat be made to J. S. and his helvs, to the ule, profit of w. S. and his helvs; in this case herecolore J. S. had the he and property of the land, but W. S. had and was to have the pro-

houghly anticquity.

So is one agrees with #. S. for a piece of land for 20 f. and pays a the money, but has no afterance of the land, yet the equity and while the third land is in him that has contracted and paid the money is

This stuff was called the use of the land, and hence came the could conveyances to set down in the babendum to whose use the land is to held; as babendum to A. and his heirs, to the use of A. and his in. Co. 121, 122. Co. Lit. 171, 272. b

The use before described is an use at common-law.

But uses may be raised either by trunsmutation of the estate and polition; as by seossiment, fine or recovery, Se. Or out of the estate of cowner of the land; as by bargain and sale, by deed indented and inled, or by covenant to stand seised to an use, upon lawful con-Voc. V. Gg fideration, without transmutation of the estate or possession. Co. Lit. 271. b.

An use cannot rise out of an use, or a way or a common newly created. Carter 46. Cro. Jac. 189, 190. pl. 13. Poph. 81.

(B) Trust or Considence, what. See Atk. Rep. 614. 2 Atk. 308, 438, 570.

HERE is an use of goods and chattels, which is properly called a trust or confidence; for one may have such things to the use of another.

(C) Of the Difference between Uses and Trufts.

S to the difference between uses and trusts, there ought to be the utmost care not to let trusts be carried on beyond the bounds of uses; for it, will introduce different rules, which will make great confession, and be mischievous to the public: And perpetuities in trust will, have all the inconveniences as perpetuities in estates in law have. Many W. Int. Lloyd and Carew.

(D) Cestuy que Use, who.

E for whom a trust or confidence is reposed in any person, and who ought to have the profit of the conveyance as aforesaid, it called Cestus que Use. He had neither jus in re, nor jus ad rem, but only a confidence and trust, for which he had no remedy by the common law: but for the breach of trust his remedy was only by subpane in chancery. Co. Lit. 272. b.

But now the statute of uses, 27 H. 8. c. 10. has transferred the posselfion to the use. Co. Lit. 272. b. Plow. 352. b. 349. b. 1 Ca. 121. a. b. 122, 127. 2 Co. 58. 78. 6 Co. 64. 7 Co. 34. Lond

196. 2 Leon. cafe 25.

(E) Of the different Kinds of Uses. See 2 Atk. Rep. 149, 568, 589

SES are either in esse, or in posse, or contingency.

1. Uses in esse are either in possession, reversion or remainder; as when a seossement is made to J. S. to the use of J. W, and his heirs;

be to the use of J. W. and after to the use of J. D. and the being male of his body, and after to the use of S. T. and his heirs for ever.

2. Uses in posse, or in contingency, may possibly happen to be in possession, reversion or remainder; as where an use is limited to me for life, and after to him that shall be my first son in tail; this is only the possibility of an use, for it may or may not be. 1 Co. 121, 122, 176.

Also uses are either express or implied.

1. An use express is when the use or intent is openly declared and expressed between the parties upon making the estate of land whereunto the use is annexed; as when a seossment is made of land to J. S. and his beins to the use of W. S. and the heirs of (or heirs male of) the body of the said W. S. or to the end and intent that W. S. and his heirs, ov W. S. and the heirs of his body shall take the profits of it, or the like; or when I covenant to stand seised of land to the use of my wife for life, and after of my eldest son and the heirs of his body, or the like.

2. An use implied, is when the use is not declared upon the agreement between the parties, but is lest to the construction and made by the ope-

ration of law; as,

When a man feised of land makes a feoffment in fee, levies a fine, or suffers a common recovery of it to another without any consideration, and it is not agreed nor declared to what use or intent it shall be; this by construction of law shall be to the use of the feoffor, conusor, or re-coverce.

But if there be any confideration of money or thing paid or given, or any rent or tenure referved, then by confirmation of law it shall be to the wife of the feoffee, confide, or recoveror; for otherwise the law prefumes that the intent of him that did part with the land was so, (wis.) that the other should have the property of the land to his use, and that he himself should take the profits of it.

So when one bargains and fells his land for money to another; and no use is expressed; in this case the law says it shall be to the use of the bargainee and his heirs. Doct. &c. Stud. 69. c. 26. Perk. § 531. 2 Co. 50. 9 Co. 11. Dyer 18, 146. 2 Roll. Abr. 781, 782, 789.

22 Vin. 186.

(F) Of the Nature of Uses.

N use at common law, before the statute hereaster mentioned was made, was, and where that statute does not take place, is nothing but a mere considence and trust collateral to and distinct from the land annexed in privity of estate, and to the person touching the land to this purpose, that cestus que use should take the profit of the land, and the stories or tertenant that was trusted should make estates, and otherwise single of the land, as the cessus que use in his life, or at his death by his last will and testament, should direct and appoint; and if he made no disposition, then that it should go to his heir, so that the scoties had the freehold or sole property of the thing in him, and cessus que use had neither just in re not just all rem, (for if he against the will of the scoties had entered

tered into the land, he had been a trefpaffor) but a bare confidence or trust for which the ceffuy que use had no remedy, but in chancery upon a breach of the trust, and there to have the seossies imprisoned until he performs the trust according to the order of the court.

These uses, to some purposes, were reputed in law as chatteli, and

therefore were devifeable by will.

And to some purposes as hereditaments, and a kind of inheritance, of

which there was a possession fratris, &c.

And to some purposes, neithen chattels nor hereditaments; for they were not esteemed afters in the heir or executor; neither were they repated as commons, rents, conditions, and such like inheritances which are discontinued or taken away by the alienation of the tertenant, esches, dissersing the continued of the tertenant, esches, dissersing the continued or taken away by the alienation of the tertenant, esches, dissersing the continued of the tertenant, esches, dissersing the continued or taken away by the alienation of the tertenant, esches, dissersing the continued or taken away by the alienation of the tertenant, esches, dissersing the continued or taken away by the alienation of the tertenant, esches, dissersing the continued or taken away by the alienation of the tertenant, esches, dissersing the continued or taken away by the alienation of the tertenant, esches, dissersing the continued or taken away by the alienation of the tertenant, esches, dissersing the continued or taken away by the alienation of the tertenant, esches, dissersing the continued or taken away by the alienation of the tertenant, esches, dissersing the continued or taken away by the alienation of the tertenant, esches, dissersing the continued or taken away by the alienation of the tertenant, esches, dissersing the continued or taken away by the alienation of the tertenant, esches, and the continued or taken away by the alienation of the tertenant, esches, and the continued or taken away by the alienation of the tertenant, esches, and the continued or taken away by the alienation of the tertenant, esches, and the continued or taken away by the alienation of the tertenant, esches, and the continued or taken away by the alienation of the tertenant, esches, and the continued or taken away by the alienation of the tertenant, esches, and the continued or taken away by the alienation of the tertenant, esches, and the continued or taken away by the alienation of the tertenant, esches, and the continued or taken away by the alienation of the t

(G) Of Incidents to Ufes.

O every of these uses there were two inseparable incidents.

1. Considence in the person; and 2. Privity in the clime, and by the parties, or implied in law.

When either of these failed, the use was either gone for ever, or fif

pended for a time at least. And therefore,

If the feoffee to use, upon good consideration, had ensembled another of the land that had not notice of the use, the use back been good ever; because howsoever here was a privity of the collare, we here we no considerace in the person; but if the frossment had been without consideration to such a one, in this case the use had remained fill, because the law implied a notice.

So also it seems the law was when it was made in consideration of me

riage only.

And if a diffeisor, abator or intruder, had come to the possession of the land whereof the use was, although he had notice of the use; yet the use was suspended during their possession, and they should not have been seised to use, as the seosses was, for they came not to the land in the per, but in the possession.

And if a lord by escheat, lord of a villain, or one who had entered for mortmain, or had recovered in a cessarity, tec. had come to such had and had notice of the use, the use had been gone for ever; for these

came to the land in the post, and above the user

And tenant in dower and by the curtefy should not be saifed to use

being, for all these wanted privity of estate.

And if there had been tenant for life, the remainder in fee to the of another, and the tenant for life had made a feofiment in fee to that had notice of the uses, this second seofice should not have feel to the lift uses.

So if the husband had made a scoffment in fee of the land of his with upon confideration and without any use expressed, he should not had a subpana, because the scoffee was not in privity of estate of the wife,

And

And if affiny que use for life or in tail, the remainder in tail, with divers remainders over in use, had made a scottiment to one that tad notice, he should not have been saided to the first uses, could not have been saided to the first uses, could not have been saided to the first uses, could not

But otherwise it is of commons, advorations, and such like appendents or appartenents; for if tenant in tail, or husband in right of his wife, makes a feoffment of a manor, or of part of it, with an advowson appendent: The advowson, at least after presentment, shall pass as appendent to the manor, or to part of the manor, and not to the estate of the land, which is discontinued by the feoffment. So if a difficient, stator, includer, or the lord by eschoat, or the like, shall have these things as annexed to the estate of the land in privivy, and commons, advowsons, and other hereditaments that are superced to the possession of the land. Tench. 502, 503.

(H) Of the Original and Antiquity of Uses.

began sieft when the custom of property began and was brought in, that one man knew his own from another stan's, and then was to enjoy his own, and not to be deprived of it without confent we order of law; for then he that had land bed two things in him, a confession of the land, and power to take the profits of it, and those begins to be difficultied, he might give the freehold or possession to another, and take the profits himself; and they were rather allowed by the law for a time as reasonable, because they gave a man power to dispose the his land by will, which otherwise he could not have done but in some lifectial cases by custom of the place. Shep. Touch. 503,

By Manwood justice.—The commencement of uses has been as long the mankind has been guided by reason; and though no mention is made used in our ancient books, yet that is no argument that uses have been set of late times. That uses were not common, therefore were not at

all, is non fequitur, 2 Leon. Case 25.

Harper justice said, That uses began about 18 Edw. 2. after which time there was such a general liking of them, that above were used 2-new; that they did not come into common practice before the time of king H. 6. when the great contention fell out betwixt the two houses of York and Lancaster, at which time uses were in great estimation for the safety of inheritances. 2 Leon. 25.

By Dyer chief justice.—As so the beginning of uses, the same was summediately after the statute of moranain, at which time all their shifts then in practice were found out, for which see the said stat. 7 Edw. 1. Stat. de Religioss. And in the stat. 15 R. 2. c. 5. the words Behoof and Use are used, which is the first time they were so in our law; and that a long time before that statute uses had been in practice. 2 Lean. Case 25.

By Manwood justice:—As long as wills have been, trusts and confidences have been; and also as long as marriage has been; and refers to the writ of Causa Matrimonii prolocuti, and the statute of Marib. c. 6.

3 Loon. Cafe 25.

But by Harper justice-Whereas it has been said, that an Use has been as long as any marriage has been, and so conceived upon the with de causa Matrimonii prolocuti; the same is not any reason, because in that case there is not any confidence or trust; for if the marriage does , not take effect, the woman shall have her writ de causa Matrimonii prelocuti. In conveyances we are to respect two things, the form and effect of them; and in all cases where the form and effect cannot stand together, the form thall be rejected, and the effect shall stand. Same case.

And by Manwood, Littleson says, That the Ceffuy que Use shall be .fworn upon inquests, which was not enacted by any statute, but practif-, ed by the law. Itid.

And that he himself had seep divers ancient deeds of uses; and that in ancient time no man would purchase land to himself alone, but had two or three joint feoffees with him; and he who was first named in the deed was cefluy que use, although no use was declared to him upon the livery, and fo the use was known by the occupation of the lands. And then fays, that the reason why no mention is made in our ancient books of uses is, because men-were then of better consciences than they are now; To that the feoffees did not give occasion to the feoffors to bring subpands in chancery to compel them to perform the trufts reposed in them. And before the statute of Westminster the Third, is a man had made a seofment in fee without declaring the uses of it, it should have been to the use of the seosse, because there is a sufficient consideration between the Feoffor and feoffee, to raife an use, (wis. the seigniory created by the iss Between them): But now by the faid flatute fuch confideration is taken away, and then upon such feoffment without consideration or declarated of uses, it is to the use of the seoffer himself. Same case.

(I) Why Ujes were invented, the Mischiess thereof, and the Remedie by fundry Statutes.

EAR and fraud were the occasions of inventing uses. 1. Fear in the time of troubles and civil wars, for faving person eltates from forfeitures

1, 2. Fraud to defear just debrs, lawful actions, wards, escheats, more

main, &c. Co. 121. b. Poph. 71.

. Uses in time were turned into Abuse, and the greatest part of all the lands in the kingdom (especially in the time of the broil between the houses of York and Lancaster) were put in use, partly of fraud and part ly of fear, which produced not a few inconveniences.

The flat. 27 H. 8 c. 10. of Uses, was made for remedying at mischiefs and abuses in Uses, which act was divided into two general

branches, viz'

i. The preamble, which expresses the mischiefs.

2. The body of the act; which provides the remedies. Co. 123. A The mischies in the preamble are these:

1. Whereas by the common law, no land or tenement can pais but by

livery or matter of record, or writing if it lies in grant; now by divers and fundry imaginations, subtile inventions and practices, by fraudulent fusfinents, fines, recoveries and assurances, craftily made to secret uses, intents and purpoles.

2. By last wills, fometimes by parol, and fometimes by figns, in great

extremity.

- 3. By these fraudulent uses many heirs have been unjustly disinhe-
- 4. The lords have lost their wards, reliefs, and in effect their leigniories.

5. No purchasor could be affured of his estate.

- 6. Nor could any man know against whom to bring his action, or
- 7. Estates created by law in consideration of marriage, as tenancy in dower, and by curtefy, were defeated.

8. Perjuries upon trials of secret use were committed, and daily ingealed.

9. The king had loft his escheats for attainders, purchases of aliens, Be.

10. The lords had also lost their escheats. Co. 123. b.

These were the mischies; then comes the body of the act, which

provides that,

Where any person stands and is seised of any lands, tenements, &c. (Now; This statute extends to persons seised, not possessed of any lands, (c) to any use, all and every such person and persons that have or shall breafter have any fuch use, &c. shall from henceforth stand and be seised, and adjudged in lawful feifin, estate and possession, of and in the fame lands and tenements, and of and in fuch estates as they had in the is; and that the estate, right and possession that were in such persons as were or hereafter shall be seised to the use of any such person or persons, be from henceforth clearly deemed in cestury que use, after such quality, manner and form as they had in the use.

This is the remedy that the makers of that act have provided to falve

all the mischiefs aforesaid. Co. 125. b.

By Harper justice—As to the making the flat. 27 H. 8. c. 10. the Cause of twith is, the king was displeased at the loss of wardships, and other in- making the juries done to him, for which cause he complained to the judges of the sat. 27 H. 8. defed of the law in that case; who thereupon shewed the king the causes For the power of those injuries and losses to him; and that if the possession might be of Cessuy que injoined to the use, all would go well, and all the injuries, wrongs and use before the loses which came to him by reason of uses, wills and secret seoffments, 2 Ld. Raym. would be avoided; for which reason the king, in the 24th year of his 876. reign, commanded his council to frame a bill for that purpose, and prefeat it to the house of commons; but it was then rejected; and the king at that time would have been contented, that the fourth part of the had only should descend; and from that time the king stayed surther proceedings in the said cause till the 27 H. 8. at which time it took eflect; and their care was to pen the statute so precisely, that that whole clase should be executed by it, so as it did utterly take away all from the feoffees. 2 Leon. Case 25.

By the faid statute, the use and possession of land at this day is coupled and conjoined so that they cannot stand apart and divided, but he who

has the one mult have the other, and she one colors the other as the shadow does the body; and therefore now upon fuses, recoveries and feet ments, the ellate lettles as themse and intent of the parties is declared by

word or writing before the act done; as for example,

If a writing be made between two or more, that one of show thall lary a fine, make a feofiment, or luffer a recovery to the other, to the elecation intent that one of them, or apother man, thall have at for life, and after another in tail, and after a third in fee-simple; in this case the law. fettles the cflate according to the use and intent declared, so shat now what estate a man has in the use, the same he has in the possession.

But for the more full understanding the said statute, and the law at this day, observe, That the slatute does not exceed to all manner of uses, neither are all uses executed and united to the possession therebys

for.

By such act it plainly appears that every use in este, wire in position;

reversion or remainder, is executed by it.

But no contingent use or right is executed by the said act until its comes in effe; for,

To every execution of an use these four things are requisite:

First, There ought to be a person seiled.

Secondly, There ought to be a ceffuy que use in esse. Thirdly, There ought to be an use in esse in possession, reversion as remainder.

Fourthly, The estate out of which the use aniles aught to be what in cestur que use; for the words are, that the estate of inch person seises

to the use, shall be adjudged in cestur que use. Co. 126. 4.

So that when these four, sig. 1. Seisin in the seoffces; 2. Cestay on use in rerum natura; 3. Use in effe; and 4. That the estate of the feoffees velts in ceftuy que use, then there is an execution of the u within this statute; and therefore it is agreed that this statute does and execute any use, but only uses in effe; so that the right of a present and a future or contingent use are excluded until they come in effe, and then the statute executes them also, if no alteration be of the cleate of the land before.

And if ceffuy que use in tail, with divers uses in remainder, had made a feoffment, and died before the statute, no execution should have been

of this right of an use until entry by the seoffees.

So if cestur que use in possession had made a seassment before the san tute, no right of the use in possession or remainder shall be executed by

the statute until the regress by the feoffees.

So if a feoffment had been made before the statute to the use of the feoffee for life, and after to the wees of others in remainder, and the feoffee had made a feoffment in fee to another; this use that not be recontinued, or the re-possession of the land executed unto it by this he tute; so that the right of uses in effe, and uses in contingency natif they happen to be in effe, remain at the common law as they were before the statute.

And therefore if the estate of the feoffees be in such cases develor by differin ; or the king, or a corporation, or an alien, or a person at tainted, &c. be infeoffed of the land before the use come in effe; or it the land be aliened bona fide upon consideration to one who has not notice of the use, this use can never be executed until these possessions be removed by lawful entry or action of the feoffees; and if their entry or action be barred, the use is gone for ever.

And

And therefore if aging you age in sail, the remainder in tail refirmed with a stanfe of perpetuisy be differiled, no wie in contingency can be

greeted by this Statute.

had if before the statute a stoffment thad been made in see to the use \$ \$. for life, and user to the use of the right heirs of J. N. and sefece had been differded, and then the fluture had been made, and J. N. dies, and after his death J. S. dies; this we firall never be tuted in the right heir of J. N. Co. 126, 136. Plow. 391.

And so also if a diffeisio be after the statute, and before the death of

LN. so possession shall be executed in the right heir of 7. N.

Allo uses that need no execution by the statute, as when a man cons had to J. S. and his heirs, to the pse of J. S. and his heirs; seeds not the help of this flatters.

Allo uses that are against the rules of the common law shall not be

scuted by this statute; and therefore,

If a furthern be made to the tile of A. for bile, and after to the tile every person that shall be his heir, one after another for term of his k: so if one makes a feofiment to the use of another in tail, with reiders over, with a provisor that neither of them shall discontinue or We these uses shall not be executed, because the limitations are My wid: and in these cases there is no remedy in chancery against

Pefrom all this it appears, that fome uses are executed presently, as bish, and some are executed by matter ex post facto, if they be acto law, and come in effe in due time; but if they be uses infind limited in a new manner, and not according to the ancient no law, they are altogether void, and extinguished and abolished

the fature.

the fature lands are conveyed to others in trust after this or the like the profits, and deliver them to et, ohe. that the feoffees shall take the profits, and deliver them to finfor and his heirs, Ge. or that the feoffees shall convey it to the

For the feoffor at his age of twenty-one years.

and where lands are conveyed to certain uses expressed and declared. dete be other secret uses and intents agreed upon between the parthese uses or trusts are not within this statute, neither will the staexecute them, but they remain as they were before the stadeterminable in chancery: also leases for years of lands in use that their being before, and are granted over in use, are not executed. his statute. Go. 138.

but therefore if a leffee for years of land grants or assigns over his to A. and B. and their assigns, to the use of the grantor and his for the term of their lives; this use or trust is out of the statute, and executed thereby; and therefore in this case all the estate is in A. B. and the grantor has nothing but an use, for which he has his

body in chancery.

if one be feifed of land in fee, and he bargains and fells it, or a lease of it to another in trust, and for the benefit of a third this is but a chancery trust, &c. in this third person, as was kid elearly. M. 8 Çar. B. R.

And yet if a feofiment be made to the use of J. S. and assigns for torm of ewenty years, this term of years shall be executed by the

. And so in all such like cases and questions of trusts and uses the are not within the statute of uses, the law is now as it was before the same statute was made, and all those matters are determinable in chancery, for as the questions of uses and trusts that are within the statute are to be decided and ruled by the judges of the common law; so are all others questions of use and trusts that are out of the statute to be ruled and desired by the judges of chancery. Dyer 356. 369. Cromp. June Co. 65.

(K) What shall be faid a good Use of Land, or not; and when an where such an Use shall be raised, altered or created, or not.

First, In Respect of the Manner of Raising it, and the several Work
whereby Uses may be raised...

O make a good use, or make an use to rise, (for the rise of use see Ld. Raym. 201.) especially such an use as may be within u

statute, respect must be had to divers things:

I. To the ways and means of creating or raising of uses, wherein wh to be observed, that although the quality of the uses be changed in mo cases by the statute of uses, yet uses, and uses within this statute, and and may be raised as they might before the statute, either by transform tion of the estate; as by fine, feoffment, common recovery, Ge. 050 of the estate of the owner of the land; as by bargain and sale, by deep indented and involled, or by covenant to fland feifed to uses upon good confideration: and therefore a fine, feoffmens or recovery, may be of land, to the use and intent that either of the parties therevate, others, shall have it for any time or estate; and by this means what wie and confequently what estates a man will, may be raised and created: in these cases the conusor, seosfor or recoveree, may appoint the uk. the same fine, seoffment or recovery, to whom he will, without my with spect of marriage, money, kindred or the like; for in this case his will Co. Lit. 271. Plow, 301guides the equity of the effate.

Or if a man makes a lease to A for life, to the use of B for life; is a good use and estate in B, during the life of A. Dyer 186.

Or if a man by bargain and sale for good consideration sells his land to another; hereby the use will rise according to the estate bargained and sold unto the bargainee; but in this case, if it be an estate of freeholds as of see simple, see-tail, or for life, that is sold, the bargain and sale must be made by deed indented and involled within six months after, in some of the courts at Westminster, or in the sessions rolls in the same where the land lieth, except it be in cities and corporate towns where they use to invol deeds; otherwise no use will arise by it; but if it be an estate for years only that is sold, there the use will arise well enough without any such matter.

Or if a man seised of land in see covenants to stand seised of it to the use of his wife, children, brethren, or other kindred, for life, in see-

imple or fee-tail; or if one feifed of land in fee-fimple, covenants to shad feifed of the use of a woman he is to marry, or to the use of a woman, his fon or other kinfman is to marry; hereby the uses, and confequently the cliates, will rife accordingly; and in these cases there is somed it should be by deed indented, &c. or that the deed be inrolled, for uses may be raised by deed polt as well as by deed indented. 6 Co. 88. Dyer 155. 2 Co. 35, 36. 7 Co. 40. 8 Co. 93, 94. 4

Also uses may be created (so some hold) by word or parol agreement a well as by deed or writing; for it is faid it has been adjudged, that if man fays to his fon and a woman that his fon is to marry, that in conideration of the fame marriage they shall have the land to them two in

It that hereby a good estate-tail will arise after the marriage. And that where one by word without deed grants land to his fon and his wife in tail, in confideration of their marriage; that it was agreed fall the judges that the use did rise upon this agreement. Cromp. Jur. 60, 68, Ploque 301, 308, and fee the better opinions of the ogen in Corbin's cafe, 38 Eliz.

Howfeever, it is more safe in these cases to do it by deed and in write; for Dyer 296. Plow. 12. seems to oppose this; and if a man kes a feoffment, levies a fine, or suffers a recovery to the use of his will, or to the intent to perform his last will, or to the use of such fog and persons, and of the estate and estates as he shall limit by his will, and then afterwards by his last will declares the uses; these ngood uses, and this is a good way of raising uses.

No if a man devises his land by will to J. S. and his heirs, to the use

J.D. and his beirs; it seems that the use will rise to J.D. and

hein by this means.

Mad if a man by a verbal agreement, in confideration of money, or like, fells his land to another, or agrees and promifes that the barthe hall have it for any time howfoever; that hereby no use nor estate arife (if it be a freehold that is fold) within the statute, because it is by deed indented, &c. yet it feems a good use will arise at the com-law, and that the bargainee shall have relief in equity for his purlake. Lit. § 462, 463. 6 Co. 17. Vide stat. 27 H. 8. of Uses, M. Fitz. Devise 22. Dyer 229.

As use will not rise as an use upon an use at the common law, but it

By be a trust in equity. Q. 1 Chan. Ca. 114.

If lands are limited by will to A. in trust for a feme covert, and that A shall receive the rents, and pay and dispose of them to the seme, or hich persons as she shall direct and appoint, without the intermeddling her husband. &c. This is a trust only, and not an use executed by e statute. Vern. 415.

There are three ways of creating an use or trust remaining at comwhich ways are subject aw, notwithstanding the stat. 27 H. 8. which ways are subject

my to the control and direction of the courts of equity.

First, Where a man seised in see raises a term of years, and limits it in trust for A. &c. for this the statute cannot execute, the termor not leing feised.

Secondly, Where lands are limited to the use of A. in trust to permit B. to receive the rents and profits; for the statute can only execute the

first ale.

Thirdly, Where lands are limited to trustees to receive and any one the rents and profits to fach and fuch persons; for here the lands sufferenced in them to answer these purposes. Abr. Ca. Eq. 383.

Secondly, In refact of the Perfons srufted, and what Perfons may esting failed of another, but to their own Use.

The second thing wheremto respect must be had, is to the push trusted, or to him to whom the conveyance is made; for to every get the there must be a person seised to use, and he must be a person capital of such a feisin.

And as to this observe, that any sole person who may make an elis

to himself, may make an estate to other uses.

Alfo a man may be feifed of his own land to other uses, as in the of covenant to fland spifed to uses. Co. 122, 127, 135. Plow. 21

Dyer 8, 283.

But the king, or any body corporate, alien born, or person attall cannot be seried to other uses, no more by an original fooffment to than where they come by the land in use at the second hand; in the case (as hath been shewed) neither such persons, nor difficisors, that or intruders, or ford of villains, or oscheaus, shall be seised to of uses; but in all these cases the uses are void, and the parties shall be the land to their own uses, or to the uses of the seuscitus. See, and not the use of costury que use. Resolved in Dr. Attines case, 44 C. R. Vin. 249, pl. 3.

And a bargainee of land for valuable confideration cannot be felfal

the land to any other use but his own. Dyor 155.

Thirdly, In respect of the Persons for whom the Trust is, or the Cells que Use.

The third thing to be respected is the *cestury que use*; for to every good use, as there must be a person seised to use, so there must be a person whose use he is seised, and he must be capable also. Co. 136.

And as to this observe, that any man that is capable of an estate directly or immediately to himself, is capable of the same estate by way of use: But if the use be limited to a corporation, there must be a licence had; otherwise it will be an alienation in mortmain. Bro. Mortmain 37.

And if future uses upon contingencies be limited to such persons as are not in being; these uses, howsoever they are good at common law, yet they are not good within the statute; neither does the statute exeture.

them at all until they come in possession.

And !

And if a feofiment he made to J. S. and his heirs to the use of the prishioners of Dale; this use is void; for they are incapable by this nume, and it shall be to the use of seoffor. 12 H. 7. 27. 49 E. 3, 4.

Fountily, In respect of the Estate and Possession of him that creates the Use.

The fourth thing to be regarded, is the eflate of him that raises the fu in the land suberroft the use is raised; for howforver the sensor in feele of land may create what uses he will in fee, for life or years upin, and firely cases are good; and the tenants in tail or for life may, theps, grant their land for their own lives to the use of a third pen-

Yet if a tenant in tail for good confideration covenante to stand seifed the use of himself for life, and after to the use of his eldest for in mil; take will arife by this covenant.

Buil tenant in tail of an advowlen in gross grants it by deed to one this heirs, to the use of himself for life, and after to the use of anot in fee; this grant is void by the death of the tenant in tail. Ail. Etz. C. B. 2 Co. 52. Paf. 13 Jas. C. B. Say v. Smith

And if such tenant in tail bargains and sells his land by deed indented farolled; hereby the bargainee has an efface deficendible to his hoirs,

determinable upon the death of the tenant in tail.

and if fuch a terrant in tail bargains and fells his land by deed indentand brolled; hereby the bargainee has an estate descendible to his his, but determinable upon the death of the tenant in tail. to Co. 96. And if one covenants by indenture to flowd feifed to the use of B. of bleare, which he has not then, but he afterwards purchases it; by is me use will arise. 'Fedverton's case, 37 Bhn. B. R. 22 Fin. 216, #17. pl. 5, 6.

And if one who has but a term of years grants it to J. S. to the use himself for life, &c. This is no good use within the statute, but a

macery-trust only. Dyer 369.

Effuly, la respect of the Estate and Possession of him that takes by the Converance

The fifth thing to be suspected, is the estate of him that takes by the May 1920 out of which the uses are derived; for

Where a mas grants in fee-fimple to another and his heirs, he may

This whatules he will upon this ellare.

had if a man makes an efface for life to another, he may limit an ule Mirripon; yezif a man makes a giftin tail to another, he can limit not ufe

thereupon:

thereupon: And therefore if one grant his land to J. S. and the heim of his body, to the use of J. S. and his heirs in see; this limitation of use is void, and J. S. has hereby an estate in tail. Vide 2 Co. 7

Co. Lit. 19.

And if a feoffment be made to J. S. to have and to hold him and the heirs of his body, to the use of him, his heirs and assigns for every this use is void. Trin. 14 Jac. B. R. Couper and Franklin's case 22 Vin. 181.

And where one bargains and fells land for money, (in which case the

law makes an express use) no other use can be appointed.

And therefore if A. for money bargains and fells land to B. and heirs, to the use of A. for life, and after of B. in tail, and after of A in fee; all these uses are void, for an use cannot tise out of an use.

So if A. makes a lease to B. for years, rendering rent, to have at to hold to the use of the lessor; this use is void, as being also again

reason. Dyer 169. Cromp. Jur. 53. Lit. § 284.

And if a feoffee to use before the statute of uses, had bargained at sold the land to one who had notice of the sormer use; no use had be made hereby, for there might not be two uses in being of the same had one time.

And if A. infeoffs B to the use of C. and his heirs, with provided if D. pays to C. 1001. that C. and his heirs shall stand select the use of D. and his heirs; this last use is void, for the use must as out of the estate of the feoffee, and not out of the estate of the column use. Dyer 255. Co. 136, 137.

A rent shall (by virtue of the statute) arise out of the estate of que use, upon a recovery, which was to arise out of the estate of recoveror and his possession; because by the intention of the parties

cestur que use was to pay the rent. Vaugh 52.

An use cannot arise out of an use, or a way or a common set created. Carter 46. Cro. Jac. 189, 190. pl. 13. Popb. 81.

Where an estate in use is to begin on a contingent precedent, while is impossible, or against law, the use shall never rise. Leon. 199.

Sixthly, In respect of the Cause or Consideration of an Use, and substantial be a sufficient Consideration to raise or alter an Use, or not.

The fixth thing, whereunto respect must be had, is the cause or consideration; for howsover in cases where uses pass by the way of transmutation of possession, as by sine, seession or recovery, there the consideration is not at all material; for he that makes the estate may appose the use to whom he will, without any respect to marriage, kindred, mency, or other thing; for in this case his own will and consideration guides the use and equity of the estate; yet in bargains and sales, and covenants to stand seised to uses, it is otherwise; for there a consideration is so necessary that nothing will pass, neither will any use rise without it.

i. a some matter that may be cause or occasion meritorious, which amounts to a mutual recompence in deed or in law; which must be expresented or implied in the deed whereby the use is created, or else supplied

by averment and proof.

For howfoever in this case an averment shall not be allowed and taken against a deed, that there was no consideration given when there is mexpress consideration upon the deed; yet when the deed expresseth so consideration, or faith (for divers good considerations) or the like, ene an averment of a good confideration given shall be received; for is is an averment that may stand with the deed, and without considemion inrolment will not help.

And therefore if one bargains and fells his land to another by deed idented and involled without any confideration, it feems no use will rife this to the bargain. Co. 176. 11 Co. 25. Dyer 146, 169, 312.

romp. Jur. Co. 62.

80 if one (for divers good causes and considerations, or for divers tod and valuable confiderations) bargains and fells his land to another, covenants to fland seised of his land to the use of another that is not his kindred; no use will rise by this, unless it be proved money, or

But if a man by deed, in consideration of money, as in consideraof the fum of 100 l. to him paid, or in consideration of a compet fum of money to him paid, or otherwise promised to be paid, or in inderation of other land, or of giving of counsel, or the like, barand fells, or by fuch like words grants his land to another in feepple, fee-tail, for life or years; in these cases the use will arise to the rain well enough. Plow. 301. Bro. Fait Inrol. 9. Dod. & Stud.

And therefore if I covenant with B. that, when he infeoffs me of hiteacre, I will fland feifed of Blackacre to the use of him and his in, and he infeoffs me accordingly; in this case the use of Blackacre In tile to B. and he and his heirs shall have it according to the agree-

Kat. Cromp. Jur. 61.

So if I agree with my leffee for years, that if he pays me 100 l. within is term, that I will fland feifed of the land to the use of him and his kin, and he pays me the 100 /. accordingly; in this case the use will me, and he and his heirs shall have it according to the agreement.

' so if I covenant that my son shall marry the daughter of A. and A. remises to give me 100 l. for the marriage-portion, and I covenant that the same marriage do not take effect, I and my heirs will fland seifed of the land to the use of A. and his heirs, until the 100 l. be paid; in this case a good use will rise of the land accordingly, if the marriage do are take effect; but in all these and such like cases the covenant must be deed indented, and it must be involled, otherwise no use will arise. Bro. Expension of Words 44.

And when the deed is inrolled, it shall take effect as from the beginhing by relation to avoid all intervenient ellates and charges whatfo-

Ever.

And in like manner it is, if one for no cause, or for no consideration, because he is of his antient acquaintance, or because there has been Estire love or great familiarity between them, or because he has been his chamber-fellow, school-fellow, or fellow-servant, or because he has

done hist good service, or because he was his master and taught him, or to the end that he may pay his debts and legacies, and discharge his funeral expences, or for divers good causes and considerations]; if one for any of these, or any such like cause and consideration, covenants with another that he will fand feised of his land to the use of that other and his heirs, or that he and his heirs shall have the land, &s. by this covenant, whether it be inrolled or not, no use as all will rise. Plan. 302. 21 H. 7. 20.

So if one covenants to fand fifed to the use of J. S. (who is a hallard son) and his heirs, no use will arise thereby; and yet, perhaps, upon such a covenant as this, whereupon no use or estate arises, an action of

covenant may lie. Dyer 374.

But if one in confideration of nature, kindred, blood or marriage with one's fell, or any of his blood, payment of debrs, or for the like cause or without any such express consideration at all, covenants to fland seised to the use of himself, his wife, children, brothers, fisters or coulins, or their wives; these are good considerations, and the use and

estates thereupon thus raised and made are good.

And therefore if one covenants by his deed, without expression of any consideration, to stand selfed of his land to the use of himself selfife, and after of his wife for life, and after of his child in tail or selfife, and after of his brother in tail or for life, or in see, or in any selfike manner; these uses will arise, and the estates will be well made hereby accordingly. 7 Co. 11. 10 Co. 143. Co. 83, 154. Phys. 801. Lis. 6 284.

So 1. Lis. § 284.

So if I agree with another, that if he marries my daughter, that from the time of the marriage they shall have my land to them and their heigh in this safe, and by this agreement, if he marries my daughter, the

will have my land according to the agreement.

So if I being about to marry with a woman, covenant with J. S. If fland feiled of my land to the use of myself for life, and after to the use of the woman I am to marry, for her life, and after to the use of the heirs of my body begotten on her; these are good uses and estate the are made by this covenant. Plow. 301. Bro. Feofiment at Use 48.

But here by the way this difference must be observed, where a secondard, in consideration of a marriage to be had, to stand feiled use, and the marriage doth not take effect, there no use shall asise. Con

T. 10 Car. B. R. Hoskin's cale.

So also if the parties disagree at their age of consent; and so was

held in the lord Herbert's case.

But where one covenants to make a froffment, or levy a fine to find ules; and the feoffment is made, or fine levied accordingly; there not withstanding the marriage does not take effect, yet the use shall arise; for there he is in by the fine or feoffment, in which case there needs no consideration.

And therefore if A. covenants with B. that in confideration C. is his kinfman, and in confideration of a marriage to be had between C. and E. he will make a feofiment and other affurances to the use of himself he life, the remainder to C. and E. and the heirs of their two bedies, and after affurances are made accordingly by fine or feofiment, but they in not intermarry, but marry others; in this case not withstanding E. shall have a moiety of the land.

So if I coveraint (in confideration of the love I hear to my wife) to fland feifed to the use of her and the heirs of my body upon her begotter, and after to the use of my brother; hereby the use will rise to my brother also, although he be not within the express confideration.

So if one coverbants with his two fons, for the love he bears to them, while land feifed of his land to the use of himself for life, and after to his sufe for life, and after to his two sons in tail, one after another; in this tase the consideration is sufficient to raise the use to the husband and the life. 7 Co. 40 11 Co. 24. Dyer 374.

So if one (in confideration of the love he bears to his brother) coverants to fland feifed to the use of his brother, and the wife of his brother and the wife of his brother for life, or in tail; in this case the confideration is sufficient to raise

to them both.

(80 if I covenant (in confideration of the marriage of my fon with the covenant (in confideration of the use of myself for life, and to my son and his wife in tail; these are good uses, and will rise

widingly. Plow. 307.

If I covenant with J. S. to stand seised to the use of him, his executors, Gr. (he being none of my kindred) for twenty years, and after the use of my son in tail; in this case the use will not rule to J. S. It will rise to my son well enough.

For although the consideration of money given by one may be a contration to all the estates, yet the consideration of blood, &c. is sin-

dar, and will raise the use of that only to which it goes.

But if I covenant with B. in confideration of the marriage of my with the daughter of B. to stand seised to the use of R. (a stranger) while, and after to the use of my son and his wife in tail; in this case take shall rise to R. although he be a stranger, and that for the superance of the remainder, which cannot be without a particular estate; in all these and in such like cases no involment of the deed is necessariant.

Plow. 307. Dyer 174.

I (in confideration of 101. given to me by my fon) coverant with to liand felfed of land to the use of him and his heirs; in this case use will rise without involuent by the implied consideration, because he an express consideration; Et expressum facit cessare tacium.

24, 25. 7 Co. 40.
And yet if I coveriant, that in confideration that J. S. is my fon,
had paid me 10 l. that I will fland feifed of the land to the use of

is this eafe the ale will rife without involment.

And if I covenant (in consideration of 100 l. and of a marriage) to lessed to the afe of myself for life, and after of my son in tail; they the ase is raised, and the possession charged without incoment.

And a less are supposed in the possession of the supposed in the

The also where a fenfinent is made, fine levied, or recoviery suffered, and no use declared thereupon, and the same is without any consideration of sine or rent; by this the use is not changed; for it results to the same is constored and recoveree, and he hash the estate as he had it better but if in these and such like cases there be but a penny or a pennouth of consideration given, or any rent reserved upon the seossiment, as will rise well enough to the seossee, So.

And if any tenure be created, as where a gift in tail, leafe for life or years is made; in these cases, although there be no consideration given, yet the use will rise well enough to the donee or lessee, and especially is any rent be reserved, for that is a kind of consideration: but if a lesse for years grants over his term to another without any consideration at all, it seems by this no use at all will rise to the grantee, and therefore that the grantee shall hold it to the use of the granter; sed quare. Co. 24. Dost. Stud. 97. c. 26. 99. 101. c. 21. Sc.

If uses are limited without confideration, they are void; and the eftate returns to the covenantor again, or rather was never out of him.

Vent. Pibus and Midford. Mod. 159. 160, Uc.

There are no confiderations at this day to raise uses upon covenants but natural love and affection, which is for advancement of blood, or confideration of marriage, which is joining of blood and marriage together: other considerations, as money for land, or land for land, though the words are fland seised to uses, yet they are bargains and sales, and without involuent they will raise no use. Carter 139. Vide 1 Leon. 138. to 201.

If I covenant that A. a stranger shall have my land to him and his heirs to pay my debts and legacies; the same is by way of bargain and

sale, and nothing passes without involment. 1 Leon. 201.

Seventhly, In respect of the Manner and Frame of the Words used in raising of Uses, and what Manner of Uses may be made or not.

The seventh thing whereunto respect is to be had, is the manner and form of words used in the making and raising of uses, wherein there is much regard to the mind and intention of parties: for,

If one covenants in confideration of 20 l. paid him by J. S. to familified of land to the use of J. S. and his heirs; or if one covenants that J. S. and his heirs shall have his land; if this deed be inrolled, this is a good bargain and fale to raise the use, and will do it as well 25 when it is made by the words bargain and fell. 8 Co. 94.

So if one for good confideration, by the words demife and grant, makes a leafe of his land for a term of years; hereby the use will rise the lessee as well as if the leafe were made by the words bargain and follows:

& fic de fimilibus.

And yet if one by the words bargain and fell, conveys his land to he fon, no use will rise by this, except there be money paid, and the deed be involled.

And if one in consideration of money grants his land to his son, or any other, by the word infeoff, no use will rise by this untess livery of seisin be made thereupon, because the intent of the parties in these cases, appears to be to pass it in another manner.

And if in the last case livery and seisin be made, then the use shall be a guided by law, that is, if nothing be given, it shall be to the use of the

tegnee

feofice, and not amount to a limitation of use to the son. Wards v. Lambert, C. B. Pas. 37 Eliz. Stile's case. Vide 2 Co. Rowland Hayward's case.

If one covenants with his fon that his land shall remain, or that his land shall descend to him; this is a good covenant to raise the use ac-

cording to the limitation.

And yet if one covenants with his fon upon his marriage, that his land shall remain, revert or descend to his son in see, or in see-tail; by this no use will be raised, because it is so incertain; but, perhaps, this may amount to a covenant, whereupon the son may have an action of covenant.

If I covenant for me and my heirs, that I and my heirs, and all whers that are seised, shall be thereof seised to the use of, &c. this is a good covenant to raise the use, although it be in words of the surre tense. 21 H. 7. 18. Plow 301. 308. Bro. Feofiment al' Use 16.

If I covenant with my eldelt son, and strangers, to convey my land to the same strangers, to the use of myself for life, and after of my som mail, &c. and I grant by the deed, that the said persons seised of the said land shall be from thence seised to the said uses, and no other use, and no other conveyance is made; it seems this is sufficient to raise the use.

And yet if I be feised of land in see, and covenant with J. S. that A. B. and C. D and their heirs, shall stand and be seised of this land to the use of, &c. it seems this is not a good covenant to raise the uses.

Dyer 874.

If a fcoffment or other conveyance be made to the use of the fcoffor and the heirs of his body, on the body of M, the wife of S. T, and for default of such iffue, to the use of him and the heirs of his body of S, the now wife of W. K, and for default of such iffue, then to the use and performance of his last will for ten years immediately after his death, and after the term ended, to the use of the fcoffees and their heirs during the life of W. (eldest son of the fcoffor) and after his death, to the use of the first iffue male of the body of the fcoffor lawfully begotten, and the heirs of the body of such first iffue male; and for desault of such saft iffue male, to the scoon iffue male, to the same manner) these are good limitations of uses. C_0 . 120.

bo if an use be limited to J. S. for life without impeachment of waste, and after to the use of B. and C. their executors and administrators, for the term of twenty years, and after to the use of C. and the heirs male

of his body. &c. thefe are good uses. Co. 90.

So if an use be limited after this manner, viz. to the use of a man's last will and testament; or to the use of such person or persons, and of such estate and estates as he shall limit and appoint by his last will and testament; or to the use of such person or persons, or to such uses and purposes as he shall by any writing under his hand and seal declare and appoint; these are good limitations. 6 Co. 18. Lit. 462, 463.

If I covenant with another in confideration of blood, &c. that I will fland feifed of my land to the use of such of my sons, or such of my consins, as the covenantee shall name; in this case, after a nomination

made, the use will rise well enough.

But if I (for and in confideration of 10 l. or the like good confideration) covenant to stand seised of land to the use of such persons as the H h 2 covenance covenantee shall name; in this case, although the covenantee nominates some of my cousins, or blood, yet no use will rise by this for the incer-

tainty of it.

If a feoffment or other conveyance be to the use of J. S. and his heirs, provided that if the seoffor pays 10 l. at such a day, that then it shall be to the use of the seoffor and his heirs; this is a good limitation, and the use will rise accordingly. Co. 176.

An use may be limited to a woman durante viduitate sua, and this is

good. 4 Co. 3.

If a man be seised of two manors, and covenants to stand seised of the same to the uses following, viz. of the one to the use of the covenantor for his life, and after to the use of his wife for life, and after to the use of his eldest son in tail, &c. and for the other manor, to the use of the second son in tail, &c. these are good limitations, and the

uses will rise accordingly 11 Co. 23.

If a man feifed of land in fee, agrees with another that a fine shall be levied of it, and that the same shall be to the uses following, wire that J. S. (the conusor) shall have one yearly rent of 50 l. during his life, to be issuing out of the same land; and as touching the land charged with the rent, &c. to the use of J. D. (the conusee) until default of payment of the said yearly rent, and then to the use of J. S. and his heirs for ever; this is a good limitation, and the use will rise accordingly; a see

de fimilibus. 2 Co. 69, 70.

If a feoffment be made by J. S. to the uses in certain indeatures mipartite of the same date, and therein is declared that it shall be to the use
of A. for life without impeachment of waste, and after to the use of
such farmers or tenants to whom he shall demise any part of the premises
for life or lives, or for any term of years, as in any such demise shall be
limited and appointed, and after to the use of the performance of the
sast will of the said L. and to the use of such person or persons severally to whom the said L. by his last will and testament shall appoint any
estate, and after to the use of, &c. these are good uses, and the estate
shall rise accordingly. 10 Co. 78.

An use may be limited upon condition, and the condition may be an-

nexed to one of the uses, and not unto another. 4 Co. 24.

If lands be conveyed to J. S. and the heirs of his body, to the ne of J. S. and his heirs, or to the use of a stranger and his heirs; this use will not rise in this manner.

And yet if lands be conveyed to J. S. and his beirs, to the use of him and the heirs male of his body, and after to the use of a stranger

and his heirs; it feems this is a good limitation. Co. Lit. 19.

If one grants lands by deed to husband and wife, to have and to hold to the use of the husband and wife, and of the heirs of their two bodies; this is a good estate-tail by this limitation, although he does not say hebendum to them and their heirs, &c. but habendum to their uses; but it would be otherwise if the uses were limited to a stranger in this manner. Adjudged H. 6 Car. B. R.

If lands be conveyed by J. S. to J. D. to the use of J. S. or to the use of his wife for life, or to the use of any other for life, the remainder to another in tail or for life, the remainder to a third, his executors, G. for six months, and after the six months ended, to the use of a south

and

and his heirs; these are good limitations, and the estates will rise accord-

ingly. Dyer 314.

If an use be limited to the conusee of a fine, or a recoveror in a recovery until he makes a leafe for forty years, and after to the use of the retorerees or conniors and their heirs; this is a good limitation, and the use

will rife accordingly. Dyer 290.

Contingent uses, or uses in posse, may be created as well as uses in offe; and therefore if lands be conveyed to the use of a man and the wife he shall afterwards marry, or to the use of his first, second or third wife, or we the use of J. S. for life, and after to the use of the right heirs of J. D. and J. D. is then living; or to the use of J. S. for life, and after to the use of him that shall be his first heir male, and the heirs of the body of fuch heir male, &c. all these and such like are good uses; but they are uses at the common law still, and are not executed by the stame until they come is effe. Co. 135. in Chudleigh's case.

Eighthly, In respect of the Nature and Quality of the Use.

The last thing whereupto respect is to be had, is the nature and quality of the use.

And herein observe, that a man may at this day by act executed in his life-time, or by his last will and tellament at his death, give his lands, Exements or beneditaments to any person or persons not corporate, and their heirs, for any religious, charitable or civil use, as well as for any

private ufe.

And therefore a man may fo dispose of his lands for the finding of a peacher, execuing or maintenance of a school, relief and comfort of mained faldiers, fullenance of poor people, reparations of churches, bybways, bridges, discharging of the poor inhabitants of a village of the common charges, to make a stock for poor labourers in husbandry, and poor apprentices; and for the marriage of poor virgins, or other fuch like uses; and these uses are not prohibited by any statute.

And it is good policy upon every fuch feoffment or estate to reserve to the fooffor and his heirs some small rent, or to set down some small con-

ideration.

But thefe uses are not such uses as are executed by the statute of uses, mether are they to be refembled to the uses aforesaid; for in these cases if there be any misimployment of the lands, or breach of the trust by the parties truited, redress is to be had by the lord chancellor by a specal course of proceeding: For which see the statutes of 30 Eliz. c. 3. Co. 26. 8 Co. 171. 4 Ca. 113.

Do Downham having given several lands to charitable uses, for the Charitable maistenance of a master and usher of a free school, &c. and they being uses. incorporated, in confideration of a small fine, and surrender of a former leade, granted a long term of years in the lands to W. R. at a great undervalue: This was found by inquisition, upon a commission of charitable Her; whereupon the lease was set aside, and the lessee decreed to deliver

up the possession, and pay the arrears of rent according to the to the fall

value. Vern. 415...

No agreement of parishioners, where there are parochial charities given to certain uses, can alter or direct them to other uses; for if they neight change and apply the charities as they thought fit, it would be a great step towards destroying all charities.

A corporation for a charity are but trustees, and may improve the same, but cannot do any thing to the prejudice thereof, or in breach of the

rules of the founder. Vern. 42, 44. 2 Vern. 412.

Money given to a parify generally, without faying to what use, was decreed to the poor of the parish, on the minister, churchwardens and overseers of the poor exhibiting a bill in chancery, and suggesting that the testator intended it for the benefit of the poor. It was objected against this decree, that the sevice was void, there being no use limited touching the legacy, whether it was for the poor, or for the repair of the church or highways, Se. Chan. Ca. 135. Vide Abr. Ca. Eq. 97, 68.

The statute 9 Geo. 2. c. 36. restrains and makes void the disposition of lands, or sums of money, &c. to be laid out in lands to charitable uses, unless it be by deed indented and executed before two witnesses.

twelve months before the death of the donor, and inrolled.

But this act is not extended to the two universities, or the colleges of

Eton, Winchester, or Westminster.

The device of a charity not good at law, by reason of the missing of the device, &c. has been held a good limitation in equity, within the statute of charitable uses; which statute supplies all defect of assurance, where the donor is of capacity to dispose: and legacies given to charitable uses are more favourably construed than all others. Finds, Rep. 221. 2 Vern. 230. 2 Vern. 755. Abr. Ca. Eq. Tit. Charity.

Pious uses.

Pious uses are wholly subject to the chancery.

And no appeal lies to the house of lords from a fentence by the delegate, or a decree of the lord chancellor, upon the statute of chanable uses.

Also the decree on hearing exceptions being once confirmed by the chancellor, there can be no rehearing, for that is final by the act of par-

liament. 2 Vern. 118. 2 Chan. Ca. 32.

Superstitions uses. If any man has heretofore given, or hereafter shall give, any lands, tenements or hereditaments, by act executed in his life, or by his last will at his death, to any person singular or corporate, in see-simple, see tail, for life or years, to the intent or upon condition to maintain any superstitious uses, as to find a chaplain, and have the service of a priest to say muss, or to have a priest or other man to pray for the soul of any dead man in such a church or other place; or to have or maintain perpetual obits, lamps or torches, Se. to be used at certain times to help save the souls of men out of the supposed purgatory; all these and such like uses are void; and the lands that are so given to such superstitious uses, are to be forseited, and given to the king; and he shall have them; and yet if so that there be any charitable use intermixed with the superstitious use, and they may be distinguished, the king shall have only so much as is given to the superstitious use, and not that which is given much as is given to the superstitious use, and not that which is given to much as is given to the superstitious use, and not that which is given to the superstitious use, and not that which is given to the superstitious use, and not that which is given to the superstitious use, and not that which is given to the superstitious use, and not that which is given to the superstitious use, and not that which is given to the superstitious use, and not that which is given to the superstitious use, and not that which is given to the superstitious uses, and not that which is given to the superstitious uses, and not that which is given to the superstitious uses, and not that which is given to the superstitious uses, and not that which is given to the superstitious uses, and not that which is given to the superstitions.

ven to the charitable use also: for which see Adams and Lambert's case at large. 4 Co. 104. & flat. 15 R. 3. c. 5. 37 H. 8. c. 4. 1 Ed. 6. c. 14.

A devise to superstitious uses, is where it is to find a priest to pray for the souls of the dead; &c. and the lands or goods so devised are for-

feited to the king by the statute i Ed. 6,

But if land is given to find an obit, and for another good use; if there is no certainty how much shall be employed to the superstitious use, the gift to the good use shall preserve the whole from forfeiture. 2 Roll. 235. See 2 Vern. Rep. 266. Abr. Ca. Eq. Tit. Charity.

A letture is not within the statute of 43 Eliz. of charitable uses, but that statute took pattern from 1 Ed. 6. c. 14. against superstitious uses, and here the charity is mistaken.

But where a gift is of 10 l. per ann. to maintain a fuperflitious use, so long as the law would allow it; when the law did abrogate that superflition, it was turned to a good use, and decreed to be, to maintain a satechist there, to be approved of by the bishop. 2 Chan. Ca. 18. Abr. Ca. Eq. Tit. Charity.

(L) Of Deeds declaring (or leading) the Uses of Feoffments Fines or Recoveries

A S to a declaration of uses, i. e. the manifestation or agreement of the parties to what uses and intents the assurance made shall be, there e these things:

First, On what Assurance Uses may be declared.

Uses may be declared or averred on a fine, feofiment, or recovery of land; but on a bargain and sale of land no use may be declared or averred, but what the law doth make.

And upon a covenant of uses, no other use may be declared or averred but what is contained within the ded. Co. 175, 176. Dyer 1692

Secondly, Of declaring the Use according to the Estate the Party has in the Land.

Every one may declare and dispose the use of land according to the estate he has in the land; for the declaration and disposition of the use ensues the ownership of the land, ficut umbra sequitur corpus.

And

And at this day the use draws the land to it, as the body or principal

the shadow or accessary.

And therefore the owner of the land, or he from whom the land moves, ought to limit and declare the use of the kand; as if the husband and wife levy a fine of the land whereof he is seised in the right of hit wife, the husband alone may declare the use of this fine, and this declaration shall bind the wife, although her affent to the himitation of the uses do not appear, if her diffent doth not appear; but in this case is is most proper to have a declaration of the uses by the husband and wife both; for the alone, because the is sub potessate viri, cannot alone declare or limit any use; neither can the husband alone limit any use against her good will, because he hath not the estate of the land.

And therefore if A. and B. his wife be feifed of land in the right of his wife, and the without the confent of her husband covenants by indenture with C and D. 14 Martii 14 Eliz. that a fine shall be levied of this land, and that it shall be to the use of herself for life without inpeachment of waste, and after to the conusees for their lives, to the is tent that they shall suffer J S. to take the profits for his life, with die vers remainders over; and afterwards, and before the fine levied, the husband alone by another indenture, 13 February 22 Eliz. (wherein the wife is named a party) without the consent of his wife, does agree that a fine shall be levied to the use of him and his wife, and after to the uses limited by the wife's indenture, and after the fine is levied accordingly; in this case, although the variance be in one particular only, as the limitations in all the rest of the uses and estates do agree, yet all the fame limitations by both indentures are void, and the use upon the cose veyance is left to confiruction of law, and therefore shall be to the wil and her heirs for ever.

And yet if the husband and wife agree in limitation of the uses part of the land, and differ in the rest, the limitations for so much as they agree in are good, and void for the residue.

And in these cases where the declaration is good, the wife and her

heirs shall be bound by it.

So if two jointenants are, and they and two others, having several estates, join in a fine and one of them declares the use in one manners, and the other declares the use in another manner; this declaration is good for either of their parts, for the declaration shall be governed according to their estates.

And if an infant, or a man, de non fane memorie, declares the use of a fine levied by him; this declaration is good, and shall bind him so long as the fine shall continue in force. 2 Co. 57. Dyer 290. Hugher's

Aur. 802.

Husband and wife levied a fine of the lands of the wife, and he alone declared the uses of the fine; this shall bind the wife if her disasters does not appear; because it shall be intended that she did consent, if the contrary doth not appear; but if the husband declares one use and the wife another, they are both void, because the husband, though he is sui juris, hath no estate in the land, and the wife, though she hath the estate, yet she is not sui juris, but under the power of her husband; and in such case the use shall follow the ownership of the land. 2 Co. 89.

Thirdly, By what Deed Ufes may be declared.

A declaration of uses may be made either by deed indented (which is most usual and safe way) or by deed-poll; as where the parties by such writing agree that an assurance passed, or to be passed, shall be to such uses; as that a fine shall be levied by such a time, and that it like to the use of one for life, another in tail, another in see. Or it may be made by a verbal agreement without any writing at all, see the stat. 4 & Ann post I as where an agreement is so had a made between two or more, that a fine or recovery shall be had, and

in case this is a sufficient declaration, being proved; but it is not safe in the cases to depend upon slippery memory. 2 Co. 73.

And the use of a fine may be declared by word without any deed: if there be such a declaration by parol made to lead the use of a fine, in the descrive to declare the intent of the parties, it may afterwards implied and made good by subsequent parols. Style's Reg. 148.

hall be to such and such uses, and the same is had accordingly; in

The uses of a fine may be levied within the fine itself without any in-

ture. Hutt. 212.

An use may be averred without a deed upon a fine fur reader; for the last is but to shew the intent of the parties, which may appear as well mout as by deed. Poph 105.

A general covenant shall direct the special uses of a fine, and the special operation thereof, according to the intent of the parties. Bulft.

The render of a fine may not be alledged to any other use than what expressed upon the fine without a writ to shew for it. Popb. 104, 105. 3 Bull. 118, 319,

A bargain and fale, fine and recovery made at feveral times to one profe, shall be esteemed but as one conveyance. *Bendl.* 101.

Fourthly, When a Declaration of Uses may be made.

A declaration of uses may be made before, at or after the time of making affurance; for an indenture subsequent may direct and declare the uses of a fine precedent.

And therefore one may covenant or agree that J. S. shall recover

such land, and that they shall be to the use of, &c.

And

And if one makes a feoffment, he may declare the uses of it at the same time, and that within the same or in another deed, at his pleasure.

And if the affurance be past, and no declaration of uses had before or at the time of passing it, a declaration may be subsequent, viz. that the same affurance was and shall be, and the recoverors, &c. shall stand and be seised to such and such uses; for an indenture subsequent may direct and declare the uses of a sine or recovery precedent; but observe the differences, that when precedent indentures are made to direct the uses a subsequent assume as a subsequent assume as a subsequent assume that the same affurance was to other uses than are declared by the indenture.

But against an indenture subsequent, declaring the uses of an a precedent, an averment may be taken, that there were other uses express and limited before or at the time of the affurance than those which

contained in the indenture.

If a precedent indenture be made to direct the uses of a subseque assurance, when the assurance comes the land is bound, and the come or recoveree cannot by any act of his, after the recovery had, char or avoid it; but if the declaration be subsequent, if in the interim, tween the assurance had and the declaration of the uses, the comfort recoveree sells, gives or charges the land to others, this subsequent claration will not subvert the mean estates, charges or interests, unless can be otherwise proved, that by a certain and compleat agreement the parties, the assurance was had and made to these uses. 2 Co. 70. 6 Co. 27, 63. 7 Co. 40. 9 Co. 8. Dyer 136, 290.

By the statute of 4 & 5 Ann. c. § 15. Declaration of uses or the by deed made after fines and recoveries, shall be good in law, notwith standing the 29th of Car. 2. c. 3. which requires writing to pass estate

at the very time of conveyance.

Fifthly, Of a precedent Agreement for the Limitation of Uses.

When an agreement for the limitation of uses is precedent, whether be by writing or word, it is but directory, and does not bind the class until the same affurance be afterwards had, and therefore by a new agreement or declaration made in the same manner as the former, viz. in wising, if the former be so, and between the same parties either before at the time of the same affurance passed, new uses may be made and to former uses changed; but when the same affurance is pursued accordingly, and no intervenient alteration is made, it shall be expounded to be to the same uses, and shall bind the parties, and no naked avermentable received of any latter or other agreement contrary to the indestures.

Where an indenture precedent is to limit the uses of a subsequent or recovery, and it is not pursued in some circumstance of time, personal quantity

equantity or the like; yet if no other new mean agreement may be proved, the affurance shall be in judgment of law to the uses contained in the same indenture; but if a variance be in these particulars, and the form of the indenture be not pursued, there an averment without writing may be taken, that the fine or other affurance was to other uses than be contained in the indenture; and if none such can be made, then it less to the construction of law.

And therefore if A, be seised of divers manors in see, and by his identure dated 10 Martii 21 Eliz. covenants with B. and C. that he core the end of Trinity term next will by fine or other conveyance asare one of these manors to them, and that the same affurance shall be the use of A. and E. his wife, and of the heirs of A. and the 28th. by the deed is involled; and the 29th day of the same month he by anoer indenture covenants with the same C, and D, to convey all the same more to the same C and D. before the Annunciation next, and that fame affurance shall be to the use of A. and the heirs-male of his by; and for default of fuch issue, to the use of divers others in reinder; and by this indenture covenants, that if he shall not sufficialy convey this land by the day, that he will stand seised to the same 5, Uc. and no fine is levied by the end of Trinity term, but 17 Sep-In following a note of a fine is acknowledged to B. and C. and the of B. of the land within the first indenture; and the 18th of fame month another note of a fine is acknowledged to C. and D. the same and other land in the last indenture, and both these fines tentered in octabis Mich. following; in this case these fines cannot be rected and declared by both indentures, and therefore it seems these clarations are void. 2 Co. 69, 70. 6 Co. 27, 63. 7 Co. 40. Ca 8. Dyer 136. 290.

Where a man makes a feoffment to fuch uses as he shall appoint in his will, there the use and estate vests in the seosses, and the last will is

frectory. Co. Lit. 111. b.

Sixthly, Of the Certainty of the Declaration of Uses.

A declaration of the uses must be certain, and especially in three phings:

(i) In the person to whom; (2) In the lands, &c. of which, and (3) In the estates by which the uses are declared; and if there want estatinty in either of these, the declaration is not good; and it must compleat of itself without any reference to indentures, or other writings to be made afterwards; for then it is but an impersect companion, and no compleat declaration.

Limitations of diffee.

Where the uses of a fine are agreed, there it must go to the use agreed upon; but where no uses are agreed upon, but only that it is agreed a fine shall be levied, and not said to what use, or a fine is levied; there the law appuints the use according to conscience. 2. Ca. 37, 38. Dyen, 18. Co. Lit. 271. Moor, 472, 473. 842, 843.

More acres of land do not pais by a fine than the fine names, at though the indenture to lead the use of it speaks of more acres; for the fine is the foundation of the estate, and the estate rifeth out of it.

Jrnk. Crnt. 6. cale 45.

If the convice of a fine levied of land pays money to the convice of the fine at the time of the fine levied, and there be no vie declared, for is it fet forth to what use it shall be: in this case the law will confine the fine to be levied of these lands to the use of the convice to whom the fine is levied.

But if there be no money paid by the cognifice, nor any use declared, it shall be to the use of the cognifor who levied the sine; for nothing appears whereby it can be supposed that the parties had any intention the estate in the lands should be altered by the sine, but that the sine was levied in corroboration of the title of the cognisor. Bandl. 134, 135. Styles's Prass. Reg. 147.

One foised in see as heir of the mother's side levies a sine, and declares the use thereof to himself in see; this is the old use, and there is no diversity between an express declaration of an use, and an implied

one. 2. Will, 139.

If a secourty declared by a precedent deed must be consuled and aroided, uses declared by a subsequent deed may be traversed. Id. Raym. 155, 289.

Uses of a recovery declared by a subsequent deed ought to be direct-

by averred. Ld. Raym. 155.

Uses will not arise by perol. Ld. Rayn, 1.60.

Where uses will arise without deed. Ld. Raym. 290.

The uses of a deed precedent to a fine cannot be controverted by a parol evidence, unless there be a variance in the description of the fine. Ld. Raym. 155, 289.

Notwithstanding a variance between the deed and the fine, yet the fine is by construction of law to the uses of the deed, if nothing appears

to the contrary. Ld. Raym. 289.

Infancy or coverture cannot be alledged against a deed which leads

the uses of a fine. Ld. Raym. 289.

A deed of husband and wife, that all agreements relating to such lands shall cease, will not revoke a former deed leading the uses of a future fine, unless there be a variance. Ld. Raym. 289.

Where a fine varies from the description of a former deed a new

deed will lead the uses. Ld. Raym. 290.

What deed will lead the uses of a fine. Ld. Raym. 201.

A fooffment or release may be pleaded without shewing that the

were to the use of the seoffee, &c. 2. Ld. Raym. 801.

S. conveys to the use of himself for 99 years, if he so long live, remainder to A. for 29 years, remainder to the heirs of the body of S for his life, and the remainder to the heirs of his body is void. 2.44 Raym. 854.

Power

Power of cefluy que use before the statute. 2. Ld. Raym. 876. Devise to A. and B. of intent that they permit C. to receive the producing his life, and after his decease shall stand seised to the use of theirs of the body of C. with power to A and B. to make a joint to the wife of C. gives an estate tail, executed to C. 2. Ld. 7m. 873.

As ale ariting out of the estate of a release to commence from the

whof the tenant in tail is not void. 2. Ld. Raym 782.

lafant covenants to levy a fine, he may declare other uses when of e. Stro. 94.

A fine levied to the tenant of the pracipe in a recovery shall be intendto the use of the conusee. Stra. 17.

(M) Of Averment of Ufes, or the Proof of Ufes by Witneffes.

S to overment of Uses, i. e. the proof of uses by witnesself, observed these things: where any use is expressed upon charter of feedfan, no other use contra or prater the use which is expressed shall be used.

But in cases of sines and recoveries wherein no uses are expressed, truses than what law-construction will make may be shewed and well to be agreed upon, and the same assurances shall be to such uses proof shall be made to appear to be the intent of the parties; as, if a man and his wife sell her land for money, and after levy a sine the vendee and his heirs; in this case it may be averred it was for the vendee and his heirs; in this case it may be averred it was for the vendee and this shall carry the use to the vendee without any declaration of use, which otherwise would result to the woman and her heirs; but if a sine be with a grant and render, no averment to prove it to other uses than what are contained in the sine shall be received. A and Stud. 95. 2. Co. 57. 5. Co. 20, 25. 9. Co. 8.

and where the uses of a conveyance be declared by indenture before the time of the same conveyance, no averment shall be received of other uses than what are contained in the indenture.

In if the indenture of declaration be subsequent, there an averment and shall be received, that there were other uses agreed upon at or see the time of the conveyance made. 9. Co. 8.

And where an agreement is made to levy a fine, or fuffer a recovery re or at a certain time, and that it shall be of such and such lands, to such and such lands, to such and such persons; and after it falleth out the sine or recoy is not had by that time, or not of the same land, or not between some persons; in these cases an averagent may be had of other uses, of other agreement. 5. Co. 26.

No averment of uses by proof of witnesses shall be admitted against the expressed in a sine, there are other uses than what the law will be upon the sine may be averred and proved to be agreed upon, and sine shall be to the uses. 5. Co. 26, 9, 8, 2, 57.

T. P.

T. P. levied a fine, and afterwards suffered a common recovery, wherein the conuse of the fine was tenant to the pracipy, but no the of the fine were declared; it was therefore insisted, that the uses of the fine resulted to the conusor, and though the intent might be to make him tenant to the pracipe, yet since the flar. 29. Gar. 2. c. 3. the shall be no averment of an use or trust; but adjudged that at the common law the use of a fine was always intended to be in the conuse, and that this issue doth not extend to uses by operation of law, but to sail uses as are to a third person, (i. e.) that neither the conusor or consist of a fine shall aver the uses to be to a third person; so that in the pracipal case the cognisor was immediately in by the fine, and the cognisor was a good tenant to the pracipe. 2. Salk. 676.

(N) To what Use an Assurance of Land shall be by Construction of Lond how the Limitation of the Uses of Land by a Deed shall be construed.

HERE the uses of an affurance are certainly agreed upon a declared between the parties thereto, there regularly it shall to such uses as are declared and agreed upon, and to no others.

But if a conveyance be made of land by fine, feoffment or record and no uses thereof declared and agreed upon, the law will limit

appoint the use according to equity and conscience.

And therefore if a man levies a fine, and makes a feoffment, or fifers a recovery of land without any confideration, the law will adjut the use to be in the feoffor, conusor or recoveree, who parts with a land.

And so if a man makes a feofiment to the intent to perform his will, or to the use of his last will, or to such persons as he shall suby his last will; in all these cases the use shall be in the seoffor and heirs whilst he lives, to dispose of at his pleasure. Dod. & Stud. 9 Perk. § 533. Co. 24. Co. Lit. 271. Dyer, 18. Crom. Jur. 68

And so if one makes a feoffment of land to J. S. and his heirs, the use of W. S. for twenty years, and limits the use no further; this case the residue of the use after the twenty years shall be to !!

feoffor and his heirs.

But if in these cases there be any consideration of money, or the though never so little given, or any rent reserved upon the scassified the law will adjudge the use in the scotler, conssee or recoverer. If 37. Eliz. C. B. Baker's case.

And yet in that case also if other uses be expressed upon the det it shall go to the uses expressed; as if A. for 201. paid by B. instal. B. and his heirs, to the use of C. and his heirs. Dod. & Stud. 95.

If the husband and wife levy a fine of the wife's land without conderation and without any declaration of use, the law will adjudge to be to the use of the wife and her heirs; but if they sell her lands in

Mone

mosey, and after levy a fine thereof to the vendee; this shall be to the

And if a man be feised of land of the part of his mother, and withent any consideration makes a seoffment in see of it; this shall be said to

to his use in the same nature he had it before.

Soif two jointenants be of land, the one in fee-simple and the other in for life, and they without any consideration levy a fine of it, and the no declaration of use; the use shall be to them of the same estate they had before in the land.

So if A, tenant for life of land, and B, in reversion or remainder A and A in the use of A. for life,

nd to the use of B. in see afterwards, as it was before.

Soif A. be seised in see of an acre of ground, and he and B. join gether and levy a fine of it to another without any consideration; this

be to the use of A. and his heirs only. 2. Co. 57, 58.

If one makes a gift in tail, or lease for life or years, although it be inhous any confideration of fine or rent, yet the law will adjudge the in the done or lessee, and not in the donor or lessor. Perk. §

If one at this day by deed indented bargain and fell his land to another money, and limits no estate, but the deed is babendum to him only, and babendum to him and bis beirs, or to him and the beirs of his y, or to him for life; howsoever in this case, before the statute of was made, it was otherwise; yet now the common received opinion that by this there passes only an estate for life, and not a fee-simple.

If a feoffment be made to J. S. and his heirs to the use of J. D. has only an estate

li life.

Bo if a feoffment be made to J. S. and his heirs to the use of J. D. herer without saying and his heirs, hereby J. D. has only an estate life.

And so of other uses the construction shall be according to the rules.

1 hw. Co. Lit. 42. Dyer, 169.

If an effate be limited to J. S. and his heirs until A. shall come imbeyond sea, and attain his full age, or die; in this case if he comes must beyond sea, attains his full age, or dies, the use shall cease. Pas.

Eiz. B. R. Ld. Mordaunt's case.

If one covenants to stand seised to the use of A. his eldest son, and theirs-male of his body, and after to the use of B. his second son in the same manner, or according to the limitation to A. by this B. an estate rail to him and the heirs-male of his body. Hil. 17. Jac.

R. Ridgeway's case.

If a froffment in fee be made to the use of a man and his wife for the lives, and after to the use of their next issue male to be begotten, tail, and after to the issue of the husband and wife, and of the heirs their two bodies begotten, (they having no issue male then) by this husband and wife are tenants in special tail executed; and after the pare issue issue male they are tenants for life, the remainder to the son tail, the remainder to them in special tail. Co. Lit. 28.

If one makes a feoffment to the use of himself for life, and after his decrase to the use of Alice, whom he intends to marry, until the issue

he shall beget of her shall be of the age of one and twenty years, mafter the issue comes to that age, then to the use of the wife during ha widowhood, and the husband dies without issue; by this the wife fa

have an estate at least during her widowhood. Dyer 300.

If I covenant with B. that in confideration he will marry my days tet, that from the time of the marriage I will fland feifed to the six myself for lift, and after to the use of C. a stranger and the heir; make his body, and after to the use of B. and my daughter and the heir; of the two bodies; in this case although the use limited to C. the stranger woid, yet B. and my daughter shall not have the land till the death C. without issue, that my heirs shall have it till that time. Co. 175.

If I covenant with B. to stand seifed to the use of myself for it and after my death to the use of C. a stranger for the term of twe years, and after the end of the term to the use of my son in tail; in a case the use similar to C. is void, and my son after my death shall it

the land.

But if the words of the covenant be, und after the end of twenty we instead of and after the end of the term, my fon shall have the land in

the twenty years be expired. Co. 155.

Lands and tenements conveyed upon confidences, uses and the are to be ruled and decided (if a question arises upon the confidence uses or trusts,) by the judges of the law. Co. Lit. 271. b. Col. 197. T. Raym. 317.

The intention of the parties shall be observed in the creation of the but when they are created, they shall be governed by the rules of in

Lutw. 824.

Before the flat. 27. H. S. c. 10. Uses were to be executed according to the rules of equity, but now they are reduced to the common is and are to be construed according to the rules of law. 2. Mod. 254.

(O) Where and how Ufes of Land may be extinguished and defroyed, fufpended, or not; and where the antient Ufes shall be revised by Entry of the Feoffies, or not.

A L L fuch uses as are not within nor executed by the statute of s

H. 8. but remain at the common law, may be destroyed, discs
tinued or suspended, as uses before the statute might have been; a
therefore contingent uses may be extinguished or suspended at the

dav.

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As if a man feifed of land in fee have three fons A. B. and C. whe makes a feoffment of his land to divers feoffees, to the use of the and their heirs during the life of A. and after to the use of the suffit that A. shall beget, and the heirs-male of the body of such suff so or if a feoffment be made to the use of a man, and the wife that I shall marry, or the like; if in these cases the feoffees make a seoffme over before the contingent uses happen to be in aft, as before A. he

any son, or the man takes a wife, &c. although it be to one that has source of these uses, yet the uses are destroyed for ever, and the seosses cannot enter and revive them contrary to their own seosses.

And if in these cases the seosses before the contingent remainder well be diffeised, hereby the uses are suspended; but then by the re-

entry of the feoffees the ancient uses will be revived again.

And therefore if the feoffees release to the diffeisor, and so bar themdres of their entry, the uses are extinguished, and shall not be revived; and the party grieved has no remedy but in chancery against the fooffees for breach of trust.

And if the feoffees in the first case die before A. have any son

born, the contingent remainder is gone.

As where a feoffment is made to the use of the feoffor for life, and there to the use of the right heirs of J. S. in fee, and the feoffor dies store J. S. in this case the remainder is gone, for a remainder cannot be without a particular estate no more of a use than of an estate made in stellar on the particular estate, and such a remainder must vest during the particular estate, at least eo instanti when the particular estate ends. Co. 120. Chuddig's case.

If a feofiment be made to the use of J. S. and the wife he shall asthe words marry, and of the heirs-male of their bodies, and J. S. makes feofiment of this land to another before he takes a wife; hereby the

tomingent remainder is dellroyed. Co. 136.

If A. enfeoffs B. and his heirs to the use of C. and D. his wise, and the heirs of the survivor of them, and C. makes a seoffment to E. and dies, this seoffment destroys the contingent remainder. Hill. 2. For in Scar's adjudged.

When the estate out of which the uses arise is gone, the uses are

gone also.

As if a lease be made to A. for his life, to the use of B. for his life,

and A. dies, hereby the effate of B. is gone. Dyer 186.

Also uses of lands may be gone by revocation; where see in the next

(P) Where a Power to revoke Uses of Land shall be good, and how they shall be taken; and what Revocation by reason of such Power shall be good, and what not. See 2 Burr. Rep. 1136, &c. Atkyns's Rep. 558. 2 Atkyns's Rep. 88, 172, 353, 414, 565.

Revisions and powers of revocation of uses of lands very frequent in voluntary conveyances (whether by feossment or otherwise) that pass lands by way of raising of uses, and are executed by the statute of 27 H. 8. and the inheritances of many depend thereupon.

As if a man feiled of land in fee have divers fons, and he covenants to fland seifed of that land to the use of himself for life, and after of his eldest son in tail, and for want of such issue, to the use of his second son in tail, &c. with a provise that it shall be lawful for him at any time Vol. V.

during his life to revoke any of the faid uses, and to limit and appoint

other ules, &c.

Or if A. by indenture between him and B. his heir apparent a infant, covenants with B. for the advancement of his blood, &c. to fland feifed to the use of himself for life, and after to the use of his said heir apparent and the heirs-male of his body, and after to the use of his right heirs, provided that if A. by himself, or any other during his live, shall deliver or offer to B. a ring of gold, to the intent to make void all the same uses, that then the said uses shall be void, and he make the same uses.

Or if A. by indenture covenants with B. to fland feifed to the use himself and his wife, and his daughter for their lives, and after, to provided that if the said A. during his life, and after the debts ment oned in the schedule annexed to the indenture shall be paid, shall disposed to determine, disannul, change, alter or enlarge, diminish make void the uses or estates, or any of them, of the premises, or part thereof, and by writing indented under his hand and seal, as series in the presence of three witnesses, shall declare his mind to so, that then the same uses shall be void; all these and such like prosocs being coupled with an use, are allowed to be good, and not reparant to the former estates.

But in case of such a seossment or other conveyance whereby feossee or grantee is in by the common law, as where A insects B. whis heirs to the use of B. and his heirs, it is said such a provide

merely repregnant and void.

As to these provisoes or revocations observe these things:

First, These revocations are savourably interpreted, because my

mens inheritances depend upon them.

And therefore he that has power may revoke part of the uses at time, and part at another time; and the revocation of the old may made by the making of new uses without any express revocation.

And by the fame conveyance, whereby the old uses are revoked, new may be created and limited, and then the former uses cease

fullo by this revocation without any entry or claim; as,

If one covenants to stand seised to the use of himself and his wise their lives, and after to the use of A. his daughter for life, and at to the use of B. his daughter in tail, &c. provided that if he should minded, &c. he may by writing, &c. make void the same uses, a declare the uses to others, and he makes void the use to his wise at time and no more, and after by a deed limits and appoints new uses the whole by a new covenant to stand seised to other uses; these good revocations, for there needs no real and express revocation of mer uses, but the creating of new uses is in law an actual revocation the old uses, as the making of a latter is info factor a revocation of a service.

Secondly, The proviso must for the substance of it be pursued in the revocation, and all incident circumstances thereof must be observed, a sealing, subscription of names, witnesses, and the like, otherwise the revocation will not be good.

And therefore if the provisoe be, that if the covenantor shall be mind ed to revoke, and shall declare his mind by writing indepted under hand and seal, delivered before three witnesses, the uses hall be raid;

this case a revocation by word without writing, or by a writing and not indented, or by writing indented and not under hand seal, or under hand seal and before two witnesses only, is not good. Co. Lit. 1970, 7. Co. 11, 12. 10. Co. 143. Co. 110, 173, 107. Dyer, 372.

And yet if a provise be, that if the covenantor shall at any time during his life, by writing under his hand and seal delivered before two manes, revoke the same, &c. the old uses shall be void; and the reason by his last will and testament in writing, under his hand and libefore two witnesses, gives the land to another, and makes no example revocation of the former uses; this is a good revocation in law, in 18 Jac. C. B. Tibbet and Lea's case.

If the proviso be, that if the covenantor be minded at any time durhis life to revoke the same uses, &c. and shall pay or tender to B. 201. in such a place; in this case the tender of this 201. in a place at any time is not good unless he happens to meet with A. B. the place, for then the tender at any time is good; but otherwise the

than tor must give notice to A. B. what time he will tender the 20 s. that place, otherwise the revocation is not good. 8. Co. 921.

If one be to marry his daughter to the son of another man, and they smally covenant to stand seised of their lands to the uses of their son id daughter, with proviso to revoke the uses with the consent of the their, if they or either of them be then living, and one of them dies; this case a revocation by the consent of the surviving mother is sufficient.

Thirdly, When the covenantor makes void such uses by virtue of the land in sec-simple, as he was soft, without any entry or claim. Trin. 18 Jas. B. R. Savill and

ring's case.

Fourthly, This power of revocation, whether it be present, as those mentioned, and most are, or future, as when they are upon congent; as if the covenantor overlives J. S. or the like, when it is reveal to the party himself that made the uses, and provides are annexmay by this fine or seoftment be utterly extinguished; as if he are a seoftment, or levies a fine of land whereunto the uses and pro-

becare annexed, by this the proviso is extinct.

And yet so as if he makes a seossement, or levice a sine of part of the donly, this shall extinguish his power but to that part only: but if spower be reserved to a stranger, a sine or soossement of him that made will not extinguish it. This power also when it is present may be expected by a release made by him that has the power to any one that the an estate of freehold in the land in possession, reversion or remainar, or it may be avoided by deseasance whether it be present or suture.

111, 112, 113. Co. Lit. 237.

Where the dower is only to revoke, no new uses can be declared.

Etra. 584.

(Q) Other Trusts and Considences of Lands and Chattels real and perfonal; the Nature of fuch Trufts, the Duty of them that are trufted, and the Remedy to be had against them for Breach of their Trusts.

IF one conveys his land to certain friends in trust, to the intent that they shall convey it to such persons as he shall set down in his bast will and testament, or if a man delivers money to a friend in trust to purchase land for him and his heirs, and to the end it may be conveyed to them afterwards:

Or if a man delivers money to his friend to buy land for him that delivers the money in his own name; or if a man enfeoff his friend and his heirs of land, to the intent that he shall alien the land to whom

J. S. shall appoint:

Or if land be conveyed to me in mortgage, and I pay all the money, but I, to prevent the jointure of my wife, or for some such like cause, name a friend joint purchaser with me, and so the conveyance is made to us both; if in any of these cases, or in any other such like case, the friend trusted proves false, and does not perform the trust, but turns the profits of the land to his own use, or refuses to settle it according to the trust, or the like, the party grieved must have his remedy in chancery; for these are not trusts or uses within the statute, nor such for which there is any remedy at the common law; and in that case where the land is fettled to the intent that the friends trusted shall settleit where 7. S. shall appoint, if 7. S. does not appoint how it shall be fettled, the feoffecs shall have it to their own use. Cromp. Jur. 48. 54. 58. 59. Dyer, 160. Fitz. Accompt. 122.

And if a man gives or grants his goods and chattels, as leafes for years, or the like, to friends in trust to the use of himself for life, and after to perform his will, or the like; these are such uses and trust as are not within the flatute of uses, and for the breach of which there

is no remedy at the common law, but in chancery only,

So if an obligation or statute be made to A. B. to the use of C. D. this is a trult of the same nature; and if A B. releases the obligation without the confent of C. D. or gets the money into his own hands,

C. D. shall have relief in chancery

And in all thefe and fuch like cases, the general rules by which uses were governed at the common law are still in force, and take place as those by which uses and trusts are now for the most part governed. Gromp. Jun 45 62. 65 Djer 369. 11 Ed. 4. 2. 7 Ed. 4. 29. Br. Ferfment at Up 60.

As First, It there be any cause to sue for or about the lands or goeds wherewith the parties are trulled; as if they deny or delay to perform the trust, they must be compelled theseunto by fuit in chancery. 7

Edw. 4. 29. Secondly, The ceftuy que use, or party for whom the trust is, cannot of himself dispose of the lands or goods; for the projectly and interest in law is in the trustees; and if it be an obligation or statute that is made to the use of another, seffus que use cannot release it, but the trustees must release it.

Thirdly, If the party wolled so with lands, goods or chattels, gives, grants or fells the fame lands, goods or chattels, to one who has knowedge of the same uses or trusts (as it is always presumed he has, where the trusts are expressed upon the same deed by which the lands, goods chantels, are given or granted) or if the things so given or granted, be granted upon the same trusts, or to the same uses, or without any adderation at all; in these cases he to whom the thing about which truft is hall have the fame thing upon the fame truft, and to the

nuse, as he that gave or pranted the same had it.

But where no trust or use is expressed upon the deed, the purchaser Mayer has no notice or knowledge of the use or trust, and he gives a hable confideration for the thing, there for the most part the sale is nd; and the party grieved thereby has no remedy but against the by first trusted in chancery; and the purchaser shall have and enjoy thing so bought to his own use for ever; but he that is the party afted will be forced in chancery to make the party grieved an amends. damages for this breach of trust: and if there be any practice or comlation between the buyer and the seller in the matter, there perhaps hit may hold against them both, and the buyer may be forced to here the thing itself. Cromp. Jur. Co. 62, 63. 65.

And yet, if A. enters into a statute to B. and C. to the use of B. 1 d. having notice of this use, gets a release from C. in this case B. It have his whole remedy against C. and shall have no remedy against

11 Ed. 4. 8.

Fourthly, If the trustor or cessury que use in these cases commits felony, so shat the things, if he had the property of them, were forfeited; this case it seems that neither they nor their heirs, executors, &c. the lord, &c. shall have them, but the trustees shall keep them for

n. Bro Reoffment al' Use 34.

Fifthly, If the ceffuy que use or trustor die and appoint how the same be shall be disposed of, the trustees are bound to see it done; as if trustor appoints it shall pay his debts, or provide legacies, the parstrusted must take care it be so employed; and in this case the tees and legatees also may compel the titulices in chancery. 15 H.

12. Group. Jur. 54. quity at the disposing of him that is the cessury que use, unless he erwife appoints it; and if at his death he makes no disposition thereit shall go to his neir, executor, &c. Dyer, 49.

Geventhly, In all these cases the trustees shall have their reasonable Inwance in chancery for whatforver they have laid out about the land,

k. in fuits or otherwise for the profit of the trustor.

Out of all which it appears how dangerous it is for a man to meddle th any lands, goods or chattels so conveyed in trust, for the cessur que or trustees have no property in the thing, and therefore they cannot Il or give it, and the trustee has it but to another's use; and it is not fetherefore to deal with either of them alone, nor yet indeed fafe to hal at all in these cases, unless the buyer may have the consent, sale and Parance, or the release, &c. of the trustors and trustees altogether.

And

And if there be any feme covert, or infant within the traft, it is noft

of all dangerous. 8 H. 7. 11.

And if goods or chattels be given to, or to the use of a seme covert or infant, and certain friends are trusted therewith; if they sell or give away these goods or chattels contrary to the trust, they must be seen answer it:

If therefore they fell them, let them fee that the money made thereof be as beneficial, and be bestowed for the children; for it is not fufficient in this case that the money made thereof be paid to them. 7 Ed. 6.

14. Fizz. Subpana 5.

(R) What Uses require no Execution by the Statutes of Uses.

HERE are uses which require no execution by the statute of uses, (27 H. 8. c. 10.) as when a man conveys land to J. S. and

his heirs, to the use of J S and his heirs.

And when lands are conveyed to others in trust after this or the like manner, viz. That the feoffees shall take the profits, and deliver them to the feoffer and his heirs; such a trust is not executed by the statute, but remains as before at common law, and is determinable in equity in the court of chancery. Gromp Jur. Co. 48.

Also leases for years of lands in use (which leases had their being before, and are granted over in use and trust) are not executed by the sta-

tute; and therefore,

If a leffee for years of lands affigns over his efface to A. and B. and their affigns, to the use of the grantor and his wife; all the estate is in A. and B. and the grantor has nothing but an use, for which he has his

semedy in chancery only.

And yet if a seofsment be made to the use of A and B. and his assigns for years; this use is executed by the statute, because the lease had not its being before; and because the words of the statute are, If any shall stand or be seised of any lands; whereas the lesses for years of lands that had their being before, was possessed only of his term, and not seised of any freehold. Dyer 369. Cromp. Jur. 66.

So there still remains an use of goods and chattels personal, which is properly called a chancery trust and considence; for one may still have such things in trust, and to the use of another. Here still the use and possession are divided, because not united by the statute. Thus is an obligation, or statute merchant or staple be made to A. to the use of B.

this is a trust of the same nature.

And if A. releases the obligation, &c. without the consent of B. or gets the money into his own hands, B. shall have relief in the chan-

cery.

And when there are other trusts and confidences of lands that are not executed by the statute, or of chattels real or personal, and the trustee proves falle, or delays to execute the trust, the party grieved must have

his

his remedy in equity, for there is no remedy at common law. Cromp.

Lands were devised to trustees and their heirs, in trust to pay several begacies and annuities, and to pay the surplus of the rents and profits s a married woman during her life, for her separate use, or as she should direct, and after her death the trustees to stand seised to the use of beheirs of her body, with remainders over; and the question was, thether this devise to pay the surplus of the rents and profits to the wife is such an use or trust as was executed by the 27 H. 8. And it was eld by the court, that she had only a trust for life, and consequently the heirs of her body must take by purchase; and the rather in this case, ecause it was limited to the heirs of her body severally and successively, sthey should be in soniority of age and priority of birth, and the heirs, Atheir respective bodies issuing; and a difference was taken between this case and that of Broughton and Langley, 2 Salk. 679. 123. S. C. for there it was to permit A. to receive the rents and prothe for life; but here it is a trust in the trustees to pay over the rents and routs to fuch and fuch persons, and therefore the estate must remain. them to answer these trusts, otherwise she must be the trustee, conthat to the express words of the will. Abr. Ca. Eq. 383, 384.

The father covernanted with B. G. that in consideration of a marriage tween his son and the daughter of the said B. G. that before such a system below a sine of certain lands, which should be to the use of thou and daughter in tail, &c. the sine was acknowledged accordingly; the sather died. Adjudged that the deed did not mention any aarriage had between the son and daughter, yet the estate tail was extended in them before the marriage had, because the sine without any most consideration carries the uses, and they are perfected by the sine, though the consideration is executed afterwards; but without a sine, such a sunsertion would not have raised an use, for in such case the marriage sust be had, and the consideration executed before any use could arise.

Leon. 138.

In covenant, &c. the plaintiff declared that the defendant had barraised and fold to him (the plaintiff) four messinges, by the name of his lands in H. and did covenant to levy a fine of them for farther strance, (but in fact the covenant was to levy a fine of all his lands in H.) and sets forth, that he tendered a fine to the defendant, to be level by him, of all those four houses comprehended in the deed; the sets and that at the time of the covenant he was seised of two sectes, &c. and that the other two descended to him afterwards upon the death of his ancestor, and traversed that he was seised of the lands and & forma; and upon a demurrer the desendant was seised, and sold him sour messuages, and that he tendered him a sine of so many; and the desendant pleaded, that he was seised of two, and no more, and so would have the fine extend beyond the covenant; and therefore he might well result it when tendered. I Roll. Rep. 103. 117.

(S) Remedy at Law as to Uses, and Questions as to them bow decided.

Y the common law ceftuy que use had neither jus in re nor jus ad rem, but only a considence and trust, for which he had no remedy; but for the breach of trust his remedy was only by subpana in chancery. Co. Lit. 372.

But now the statute of uses, 27 H. 8. c. 10. has transferred the possession to the use. Co. Lit. 272. b. Plow. 352. b. 349. b. Co. 121. a. b. 122, 127. 2 Co. 58, 78. 6 Co. 64. 7 Co. 34. I

Leon. 196. 2 Leon. Case 25.

Lands and tenements conveyed upon confidences, uses and trusts, are to be ruled and decided (if a question arises upon the confidences, uses or trusts) by the judges of the law. Co. Lit. 271. b. Carter 197. T. Raym. 317.

The intention of the parties shall be observed in the creation of uses; but when they are created, they shall be governed by the rules of law.

Lutw. 824.

S E C T. II.

Of Deeds of Covenant to fland feifed to Uses.

(A) What a Covenant to fland seised to Uses is.

Covenant to stand seised to uses is when a man (who has a wife, children, brother, or kindred) by bare covenant in writing under his hand and seal agrees, in consideration of natural love and affection, marriage or other good consideration, that for their or any of their provision or preferment he and his heirs will stand seised of land to their uses, either in see-simple, see tail, or for life.

As to the nature, kinds, &c. of Uses, see the last seetion, where the

are fully treated of.

This covenant to stand seised to uses is become a conveyance of land since the stat. 27 H. 8. c. 10. and it needs not be by deed indented and inrolled, which is requisite to a bargain and sale of a freehold; of which see the next section.

A covenant

A covenant for a valuable confideration to stand seised to another's use, if inrolled, is in the nature of a bargain and sale. 2 Infl. 672.

(B) The Things necessary to raise an Use by Way of Covenant to sland seised.

HERE are five things necessary to raise an use by way of covenant to stand seised.

. A sufficient consideration.

2. A deed.

3 Seisin in the covenantor at the time of the deed.

4. A clear and apparent intent.

5. Apt and proper words. 1 Vent. 140.

(C) Of the Confideration in Covenants to fland feifed to Uses.

F the party to whose use one covenants to stand seised of the land is not his wife, or one that he intends to marry, his child, uncle, couin, or one that his kinsman intends to marry, no use will arise, and so no conveyance.

The law allows in such cases the consideration of blood and marriage to raife uses, as well as money, and other valuable or profitable confide-

nation, when the use is to a stranger.

But it does not allow any trifling confideration of service, old acquaint-nice; &c. Plow. 302. 2 Roll Abr. 783.

Yet where a man conveys an estate of his land to others by seoffment, ine, recovery, or by feoffment, fine or recovery, to the use of his last mill, he may appoint an use without consideration. 2 Co. 58. 6 Co. 18. Co Lit. 271. b. Roll. Abr. 781.

But in a covenant to sland seised, or in a bargain and sale, there must e a confideration expressed, or specially averred, where the consideration is general, (as for good confideration, &c.) though the matter for averrred be traverfable. Co. 176. 2 Co. 15. 11 Co. 25.

Always, where there is no transmutation of the possession, it is necesfery and requisite that there be a good consideration to create an use.

Plow. 202. b. 7 Co. 13. b.

Where there is a covenant to pay certain sums of money, and a dedaration that, if these sums be not paid, the seossees shall stand seised of the premisses till they have levied the said sums; when there is a failure of payment they may enter; and if the heir has not entered upon shem they may hold over, pari rations when he continues and receives the profits. Cart. 77.

Even if he had affigued, or for a valuable confideration conveyed over the land, after the failure of payment, the feoffee or affiguee takes the

estate, subject to his use, and liable to this charge. Ibid.

For a future use is a charge and burden upon the land in whosever leands it comes, and cannot be destroyed. Cro. Eliz. 688, 689.

If a man, in confideration of money received and marriage to be had with his fon, covenant to stand seised, there no use will arise to the son and woman without marriage, although the money be paid, because the marriage is the principal consideration in the intent of the parties, and the money is but the accessary which attends the marriage; but it would have been good by estate executed by sine, feosiment or recovery.

Moor, Case 247.

A covenant to stand seised, &c. in consideration of natural affection so the covenantor's son, and of one hundred pounds. Per Bridgman—The principal consideration, (i. e. the consideration of blood) will carry it: And in this deed there is a mixed consideration, and there needs no involment. Carter 114.—So adjudged 2 Vent. 266. 3 Lev.

291. 4 Mod. 149.

A. feised in see, covenanted to stand seised to the use of B. in consideration of payment of his debts out of his own estate; this use is void, because there was no consideration on the part of B. to raise the use, the money appointed to be paid being to be raised out of the profits

of the cleate of A. the covenantor, 1 Leon. 194, 195.

A. covenants that in confideration of discharging his funeral expences, and payment of his debts and legacies out of the profits of his lands, and for the advancement of his son, that he would stand seised to the use of himself for life, and after his death to C. and D. for twenty-five years, and after the end of that term to his son in tail: This term of twenty-five years is void for want of a good consideration, because C. and D. were strangers to the consideration, viz. To the payment of his debts and legacies. But if they had been executors, whereby they became privy to the consideration, and chargeable with the payment of the debts and legacies, then the consideration had been good. Co. 154. a.

Note; This is in case of a term for years where there needs no inrol-

ment.

Money will not raise an use upon a covenant to stand seised without involuent. Leon. 201.

An use will rise upon a lease and release if there be five shillings consideration in the scale, and no consideration at all in the release.

A covenant, in consideration of the covenantor's natural love and affection to his wife, to stand sciled to the use of himself for life, then to the use of the wife for life, with power for her to limit over the estate such person as she should appoint; no use can arise to the person appointed. Fiz Gibb. 229. Ca. in Chan. and K. B. from 4 to 1 Geo. 2. 107.

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(D) What amounts to a Covenant to fland seised, or not.

A. Seised in see of a reversion expectant upon an estate for life, by deed-poll, in consideration of natural love to his wise, and B. his see, begotten on her body, and G. his daughter, did give, grant and consistent unto B. his son, all those lands, &s. the reversion and reversions, &s. To hold to him to the uses following, vis. To the use of himself for life, and after to the said B. in tail, and after to C. his daughter in tail. A. died, B. the son devised to the lessor of the plaintiff, and died without issue. C. the daughter, by presente of her remainder, entered, against whom an ejectment was brought of the demise of B. the devise; there was no execution of this deed but sealing and delivery. Now the sole question was, whether this deed amounts to a covenant to stand seised, or is void? Whereupon it was first adjudged to amount to such a covenant, but the judgment was afterwards reversed, and the deed adjudged void, and the reversal affirmed in parliament. 2 Vent. 318, 319.

A rent granted, as well in confideration of natural affection as for money, amounts to a covenant, to stand seised, and may be so pleaded

without inrolment. 4 Mod., 150.

W. seised of a reversion in see expectant upon an estate for life, in tonsideration of natural love and affection, did give, grant and confirm to his son all those lands, and the reversion and reversions, &c. babendum to the son and his heirs, to the use of himself for life, and after to the use of the grantee (who was his son) and the heirs of his body; and for waht of such issue, remainder to his daughter in tail: There was no execution of this deed by attornment or incolment, or otherwise; this does not amount to a covenant to stand seised. a Vent. 319.

(E) Who may covenant to fland seised to Uses.

Man at common law could not during the coverture limit an estate to his wife: But now by deed he may covenant to stand seised to her use, or make other conveyance to another for the use of his wife. Co. Lit. 112. a. 7 Co. 40. Brad. lib. 2. c. 12.

Limitations of Afes.

It is requisite that the covenantor be seised at the time of making the deed; for a man cannot covenant to stand seised to an use of land which he shall asterwards purchase, or is not then seised of. 3 Lev. 306, 307.

(F) To whose Use Covenants to sland seised may be, or not.

Husband may now covenant to stand seised to the use of his wise, or may make other conveyance to another for her use. Co. Lit. 112. a. 7 Co. 40. Vide Brack. lib. 2. c. 12.

Such covenant may be to the use of a stranger, but then it must be for money, or other valuable consideration, and not for love and affec-

tion, &c. Vide Co. 176. 2 Co. 15. Lev. 55, 56.

A father cannot covenant that his son shall stand seised of the lands whereof the sather is seised; for a man cannot stand seised of that which he is not selsed of. 3 Lev. 306, 307. Vent. 140.

See of Confiderations in Covenants to fland seifed to Uses.

(G) Of what a Covenant to fland seised may not be.

A Covenant to stand seised of an office is void. 3 Mod. 145.

(H) What Words amount to a Covenant to fland feifed.

Settlement was made as follows, viz. That if I have no issue, and in case I die without issue of my body lawfully begotten, then I give, grant and confirm my land, &c. to my kinsumman J. S. to have and to hold the same to the use of myself for life, and after my decease to the use of the said S. and the heirs of her body to be begotten, with remainders over, &c. The question was, Whether this amounted to a covenant to stand feised,

kis a covenant to stand seised, the formal words are wanting to make it so; and so it was adjudged. 3 Mod. 237. Comb. 128. 3

A man seised in see by indenture inrolled within six months, for the consideration of natural love to his daughter, and for the augmentation of her portion and preferment in marriage, and other valuable considerations, did give, grant, bargain, sell, alien, inseess, and confirm to his said daughter and her heirs. The question thereupon was, Whether this be a good deed? Per Finch Attorney General—The word covenant is not absolutely necessary, so that there be other words sufficient in law to declare the parties' intent, for all words will not serve. Adjudged a good deed. All held that words proper for a conveyance at common law will raise an use, as demise and grant in consideration of money has amounted to a bargain and sale. And per cur'—Is an use should not arise by such conveyance it would overthrow all conveyances by lease and release. Vent. 140, 141, 142.

PRECEDENTS

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PRECEDENTS OF

Limitations of Ules and Crusts.

A Limitation to Several Sons for their Lives.

ND it is covenanted, granted; concluded, condescended and fully agreed, by and between all the faid parties to these presents, for themselves and their heirs respectively, that the said fine or fines, recovery or recoveries, conveyances and assurances to be had, made and executed according to the purport and true meaning of these presents, of and in the faid manors, lands, tenements, hereditaments and premiffes, and every of them, and the execution thereof, shall be, and for 'ever shall be adjudged, deemed and taken to be; And also that the said J. F. and F. J. and their heirs, and the survivor of them and his heirs, shall stand and be seised of and in all and singular the manors, &c. and premisses, and of and in every part and parcel thereof, with the appurgenances, to and for the several and only uses, behoofs, intents and purposes, and upon and under the limitations, provisoes, conditions and agreements hereafter mentioned, (that is to fay) of, in and to all the pital messuage, &c. with the appurtenances, being parcel of the premisses, commonly called or known by the name of. &c. situate, &c. now or late in the tenure or occupation of, &c. and of, in and to all and fingular the houses, edifices, buildings, lands, meadows, pastures, feedings and hereditaments whatfoever, with the appurtenances to the faid capital meffuage or tenement belonging or appertaining, or therewith now or heretofore used, occupied or enjoyed, or accepted, reputed of taken as part, parcel or member thereof, and the reversion and reversions, remainder and remainders thereof, To the Use of the said A. C. son and heir of the said R. C. and B. C. wife of the said A. C. for and during the term of their natural lives, and of the life of the longer liver of them, without impeachment of waste, during the natural life of the said A. C. And from and after, &c. to D. C. second son of the said R. C.

A Limitation to the Use of the Husband for Life, and after to the Wise for a Jointure.

To the Use of the said R. C. for and during the term of his mural life, without impeachment of or for any manner of waste, and with full power to do or commit waste.—Or thus, without impeachment of waste, only in and for the woods, underwoods and timber trees, saiding, growing or being, or which at any time hereafter shall stand, gow or be in or upon the premisses before mentioned or any part or partel thereof: And from and after the decease of the said R. C. then to the use and behoof of the said B. his wise, for and during the term of the natural life, in name of her jointure, and in full recompence and satisfaction of her dower, which she the said B. should or ought to have in or out of the lands, tenements or hereditaments of the said R. C. in take the shall happen to survive the said R. C.—Or thus, in sull recompence of her dower and title of dower to or out of all the manner, Sc. whereof the said R. C. now hath, or hereafter shall have, during the coverture between him and the said B. any estate of inhestance.

Limitations in Tail to the Brothers of the Feoffer.

To the Use and Behoof of the said R. C. and of the heirs ale of his body lawfully begotten or to be begotten; and for default of the fisher, then to the use and behoof of A. C. brother of the said R. and of the heirs male of his body lawfully begotten or to be begotten; and for default of such iffue, then to the use and behoof of B. C. to other of the brothers of the said R. C. and of the heirs male of his body lawfully begotten or to be begotten; and for default of such iffue, then to the use and behoof of C. C. one other of the brothers of the said R. C. and of the heirs male of the body of the said C. C. lawfully begotten or to be begotten: And for default of such iffue, then to the said and behoof of the right heirs of the said R. C. for ever.

A Limitation for a Use in Fee determinable upon a Marriage.

To the Use of the said R. C. and his heirs, until the said marriage intended shall be had and solemnized between him and the said B. C. and from and after the marriage had and solemnized between him the said R. C. and the said B. C. then to the use of the said R. and Solemnized between him to said during the term of their natural lives, and the natural life of the longer liver of them, and from and after their decease to the use of the heirs of the bodies of the said R. and B. between them two laws begotten; and for lack of such issue to the use of the right heirs of the said R. C. for ever.

A Limitation of Uses, and Direction for disposing of Profits during the Heir's Minority.

- To the Use and Behoof of the said R. C. for and during the term of his natural life without impeachment of or for any manner waste; and from and after the decease of the said R. C. and during the time that the faid A. C. fon and now heir apparent of the faid R. C. any other being heir apparent of the said R. C. shall be under the of one and twenty years, and until some heir of the said R. C. shall complish the age of one and twenty years, to the use of the said J. and F. 7. (the cognizees or feoffees) and the survivor of them, and the heirs of the survivor, of them; To the Intent and Purpose, that faid J. F. and F. J. and the furvivor of them, shall and may take, p ceive, levy, possess and enjoy the rents, issues, profits, revenues, co modities and emoluments of all and fingular the faid meffuages, land tenements, and other the premisses, with the appurtenances, and the to employ during such minority or minorities, as aforesaid, for a towards the performance, payment and fatisfaction of all the beque and legacies to be mentioned in the last will and testament of the R. C. according to the tenor, purport and true meaning of the faid C. in and by his last will and testament to be declared; and to the en intent and purpose, that the said J. F. and F. J. or the survivor them, and the heirs of the furvivor of them, shall and may likew with the rents, &c. coming, growing and arising of and out of all and fingular the said messuages, tenements, lands and premisses, bestow as disburse from time to time, the necessary and competent charges in the law, and otherwise, for the defence and maintenance of the title at possession of all and singular the premisses, and of every or any P thereof ! thereof; and for the reparation and prefervation of the edifices and buildings in and upon all and every the premisses, or any part thereof, meet and fit to be disbursed and expended, until some heir of the said R.C. shall have accomplished the age of one and twenty years; and for the surplusage that shall be and remain of all or any of the said rents, spes, profits, revenues and commodities, over and above the faid legacies, disbursements and expences, so to be devised and made as aforeaid, that the same shall and may remain and come to the use, profit and greater of the said A. C. or any other heir of the said R. C. that shall cromplish the full age of twenty one years; and after the said A C or her heir of the faid R. C. shall have accomplished the faid age of one d twenty years, that then the faid J. F. and F. J. and their heirs, the heirs of the survivor of them, shall stand and be seised of and all and lingular the laid messuage, &c. to the use of the said A. C. such other heirs of the faid R. C. as shall so accomplish the said age, of the heirs male of the body of the faid A. C. or fuch other heir; for want of fuch issue to the use and behoof of the right heirs of faid R. C. for ever.

Limitation, after an Estate for Life determined, to the Use of the Feosfee for Sixteen Tears, for assuring the Payment of Partions to younger Children.

- To the Use and Behoof of the said R. C. for and during the of his natural life, without impeachment of or for any manner of he; and from and after the decease of the said R. C. then to the use behoof of the said J. F. and F J. (cognizees or feoffees) their cutors, administrators and assigns, for and during the term of sixteen m, to commence immediately from and after the decease of the faid C. Upon the Trust and confidence hereafter mentioned; and from safter the death of the said R. C. and determination of the said term saterest, to the use and behoof of A. C. eldest son and heir apparent the faid R. C. and of the heirs of the body of the faid A C. lawbegotten; and for default of such issue, to the use and behoof of ingle heirs of the faid R. C. for ever; And it is further by these Conts covenanted, concluded and declared, by and between all the parties to these presents, and the intent and meaning of these prets, and of the parties hereunto, is, that all and every the younger s, and all and every the daughters of the said R. C. which he shall we at the time of his decease, and shall leave unadvanced and unpretred by the faid R. C. shall have and receive every of them five hunand pounds a-piece of lawful money of Great Britain, so that it exceed the sum of two thousand pounds in the whole. And if the same, ecced the said sum of two thousand pounds in the whole, then every the faid fons and daughters to have a proportionable part of the faid of two thousand pounds which is to be paid, and share and share Vol. V. alike,

alike, equally to be divided between them; and that the faid several fums of five hundred pounds a piece, or fum of two thousand pounds (which of them shall become payable, by the intent and true meaning of these prefents) shall be all paid to the sons and daughters respectively within four years next after the decease of the said R. C. by such person or persons which for the time being shall have the next and immediate inheritance of the premisses, depending and expectant upon the determination of the faid term of fixteen years, limited to the faid 7. F. and F. 7. and that until default shall be made of any of the said payments, which by the intent and true meaning of these presents, are and ought to be made as aforefaid, to all and every the faid children, they the faid J. F. and F. J. their executors, administrators and affigns (according to the trust aforefaid, in them and every of them reposed) shall permit and suffer the faid person and persons, which for the time being shall have the next and immediate inheritance of the premisses, from and after the determination of the faid term of fixteen years as aforefaid, quietly and peaceably, from and after the decease of the said R. C. to have and keep the posfession of all and every the before-mentioned premisses, and to receive and take the rents, issues and profits thereof; and that in default of payment of the faid fum or fums, or any part thereof, it is meant and intended by all and every the parties to these presents, that the said J. F. and F. J. and the furvivor of them, their or his executors, administrators or assigns, shall enter and take the possession of the premises, and of every part and parcel thereof, according to the limitation herein before expressed; and the rents, issues and profits thereof, shall employ and convert wholly for and towards the payment of the faid several sums of five hundred pounds a-piece to the faid younger fons and daughters, or the fum of two thousand pounds to be equally divided between them (which of them shall become payable, according to the true intent of these presents, together with the interest for all and every such sam or fums, after the rate of five pounds per cent. for every year that the lane shall be unpaid, to be accounted from the end of the four years before mentioned) for the forbearance of the faid fum or fums, or fuch part thereof as shall be unpaid as aforesaid; And it is likewise meant, intended and agreed, that after the faid sum or sums of money with intend for the forbearance thereof; shall be fully and truly paid unto the side younger fons and daughters, they the faid J. F. and F. J. their cocutors, administrators and assigns, shall yield and deliver up the promisses, and all their estates and interest therein, to such person and perfons to whom the fame, next and immediately after the expiration of the faid term, by the true intent and meaning of these presents, shall appertain, pursuant to the trust in them and every of them herein and hereby repoted.

A Limitation of an Use to such Persons, to whom Cestuy que use for Life fall demise the Premisses.

- To the Use of the said R. C. for and during the term of his namal life, and from and after the decease of the said R. C. as to such at of the premisses as shall be by the said R. C. by any deed or deeds, him duly executed during his life, demifed or leafed to any perfon rpersons whatsoever, for and during the term of one and twenty years rinder, or for and during the term of one, two or three lives, to the tof fach farmers or tenants respectively, for and during their said sehe and respective terms and interests under the reservations, covems, provifoes and conditions in fuch demife or leafe, demifes or leafes te contained; and from and after the end and determination of the Meveral terms and interests, as the same shall severally and respectiveend and determine, to the use and behoof of the heirs of the body the faid R. C. and for want of fuch issue, to the use and behoof of e right heirs of the faid R. C. for ever; and as to such part of the emifies as thall not be so demised or leased by the said R. C. at the me of his death, to the use and behoof of the heirs of the body of kind R. C. and for want of fuch iffue, to the use and behoof of the the beirs of the faid R. C. for ever.

In Trust for Maintenance till Partions Shall be paid.

How to dispose of Portions if the Daughters die.

and upon this further Trust and confidence, and to the intent and purpose, that if it shall happen the said R. C. do die, having one may daughter of his body, on the body of the said B. begotten, then

living or afterwards to be born as aforefaid, and that the faid only daughter shall happen to depart this life before she shall accomplish the age of eighteen years, or be married, or if there happen to be two er more daughters of the body of the said R. C. on the body of the said B. begotten, then living; then if both or all the faid daughters shall happen to die or depart this life, before either or any of them accompliffs their feveral ages of eighteen years, or be married as aforefaid, that then the several sum or sums of money intended for the pertions and advancement of such daughter or daughters as aforesaid, or so much thereof as shall be raised or levied out of the rents, issues and prosits a all or any the premisses, (all charges and expences defrayed, wherein a full and liberal allowance shall be made and given,) shall be satisfied and paid to fuch person or persons as the said R. C. by any writing nader his hand and seal, subscribed by two or more credible witnesses, or by his last will and testament, to be subscribed as aforesaid, shall limit and appoint, and in default of such limitation or appointment, to the executors or administrators of the said R. C.

That Truffees, as foon as an intended Wife is naturalized, shall ley out ber Portion in the Purchase of Lands, and settle the same, &c.

— Upon Trust that they the said trustees, and the survivors and survivor of them, and the executors and administrators of such survivor shall, so soon as the said G. C. (the intended evise) shall be naturalized, lay out the sum of — (the marriage portion) in the purchase of lands tenements and hereditaments, and settle the same to the several uses intents and purposes herein before declared and expressed, (i. e. in the recital of the agreement) with power for the said R. J. and C. C. suit intended husband and evise) during their respective lives, to make lease of the said lands purchased, not exceeding — years, at rack-rest and such other powers as are usual in marriage settlements.

That till the Marriage Portion be laid out in a Purchase, the Interest, &c., to go as after the Purchase and Settlement.

And upon further Trust that until the said sum of —— shall be investiged and said out in the purchase of lands, to pay and apply the interest and produce of the said sum of —— (and the dividends of the said South-Sea slock) to such person and persons as would be intitled to the rents and profits of the lands, if purchased and settled as aforesaid.

That the Proceed of Stock, till a Purchase made, be applied to Uses before mentioned.

And upon this further Trust, that in the mean time, until a convenient purchase can be had as aforesaid, they the said T. H. and H. B. janior, their executors, administrators and assigns, do and shall, from time to time, pay and apply the interest and proceed of the said 500 l. bank stock; to such person and persons respectively, as would be intitled to the rents, issues and profits of the lands and tenements so agreed to be purchased, if such purchase was actually made, and the lands settled and assured in such manner as is herein before mentioned concerning the same.

That if the Husband, before the Purchase with the Wise's Portion, dies quisbout Issue, and the Wise survives, the Monry to be paid to the Wise, ber Executors, Administrators or Assigns; or to him, if she dies, in the like Manner.

And on this further Truß, if the faid R. J. shall, before such purchase made, die without any issue by him on the body of the said C. C. begotten, living at his death, or then in ventre matris, and the shid C. C. his intended wise shall him survive, that then and in such such that said sum of — shall be paid to the said C. C. her executors, administrators or assigns; and if the said C. C. shall die without any show of her body by the said J. R. begotten, living at her death, and the said R. J. shall her survive, then the said sum of — shall be paid to the said R. J. his executors, administrators and assigns.

Uses to the intended Wife till the Marriage, and after the Marriage, subject to an Annuity of the Wise's Mother.

To the Use and Behoof of the said M. K. and her heirs, until the folerunization of the said intended marriage; and from and immediately after the solemnization thereof, Subject to and charged with the payment of an annuity or yearly sum of — to M. K. widow, (mother of the said M. K. party thereto) during her natural life, in such mapmer as herein after is mentioned, in case she said M. K. widow shall happen to survive the said M. K. (party hereto) but not otherwise, (and so subject)

Limitations of Ules.

Uses to the Husband during his Life.

—— To the Use and behoof of the said Y. E. and his assigns, for and during the term of his natural life, without impeachment of or for any manner of waste, other than voluntary waste in pulling down houses without rebuilding the same, (and from and immediately after the determination of that estate.)

Uses to the Trustees during the Husband's Life (or Wife's Life, mutains mutandis) upon Trust to preserve Contingent Remainders, &c. (or Contingent Uses and Estates).

To the use and behoof of the said J. S. and C. P. and their heirs, for and during the life of him the said J. E. (the intended hashest or wise, as the case is) upon trust to preserve the contingent remainden (or contingent uses and estates) herein after limited, from being destated, (barred) or destroyed, and for that purpose to make entries and hing actions as occasion shall be or require; But nevertheless in Trust to permit and suffer the said J. E. and his (ber) assigns, during his (ber) natural life, to receive and take the rents, issues and profits of the said premises, to and for his (ber) use and benefit; (And from and immediately after the death of the said J. E. then)

Use to the Wife during her Life.

To the use and behoof of the said M. K. his intended wife and her assigns, for and during the term of her natural life, (without impeachment of or for any manner of waste); (And from and immediately after the death of the said M. K. party hereto, in case the said M. K. her mother shall be then living, then)

Use to the Wife's Mother as to an Annuity with Power of Diffress.

To the use, intent and purpose, that she the said M. K. widow, and her assigns, shall and may, during her natural life, have, receive and take, to and for her own use and benefit, one annuity or yearly sum

of — of lawful money of Great Britain, clear of all taxes, charges and deductions whatfoeyer; the said annuity to be paid to her or them upon, &c. by equal portions; the first of which (quarterly) payments to begin and to be made on (such of the seast days) as shall happen next after the death of the said M. K. (party hereto) if the said M. K. widow, her mother, be then living, together with full power for her the said M. K. widow, and her assigns, to enter upon and to make distress on the said herein before released premisses, in case desault shall be made in payment of the said annuity of — hy the space of — days next after any of the said (seast-days) whereon the same sught to be paid as asforesaid; (and from and after the decense of the survivor of them the said J. E. and M. K. his intended wife, subject nevertheless to, and charged with the payment of the said annuity or yearly som of — to her the said M. K. widow, in manner as aforesaid, then as to all and singular the said hereby granted and released hereditaments and premisses.

Use to the first Son of Husband and Wife, and bis Heirs Male.

— To the Use and behoof of the first son of the said J. E. on the body of the said M. K. his intended wife to be begotten, and of the being male of the body of such first son lawfully issuing; (and in default if such issue)

Use to the second Son and his Heirs Male.

— To the Use and behoof of the second son of the said J. E., on the body of the said M. K. his intended wife to be begotten, and of the heirs male of the body of such second son lawfully issuing; (and in default of such issue)

Use to third Son and his Heirs Male.

(THE like as it is to the second son, mutatis mutandis.)

Use to the other Sons in Seniority of Age.

To the Use and behoof of the fourth, fifth, fixth, and all and every other the son and sons of the said J. E. on the body of the said M. K. his intended wife to be begotten, either born in his life-time or

in due time after his decease, severally, successively, and in remainder one after another, as they and every of them shall be in seniority of age and priority of birth, and of the several and respective heirs male of the body and bodies of all and every such son and sons lawfully issuing, being always to be preferred, and to take before the younger of them, and the heirs male of his body lawfully issuing; (and in default of such issues male)

Use to the Daughters as Tenants in Common, or if but one Daughter, to her and her Heirs.

- To the Use and behoof of all and every the daughter and daughters of the faid J. E. on the body of the faid M. K. his intended wife to be begotten, equally to be divided between them share and share alike, to take as tenants in common and not as jointenants, and of the feveral and respective heirs of the body and bodies of all and every such daughter and daughters lawfully issuing; and if there be more such daughters as aforesaid than one, and one or more of them shall die without iffue of her or their bodies iffuing, then and so often, as to the part and parts of fuch daughter or daughters to respectively dying without illue as aforefaid, the same shall from time to time respectively go and remain to the use of the furvivors or survivor, or others of them, 4 tenants in common and not as jointenants, and of the heirs of their veral bodies issuing; And if all such daughters as aforesaid but one shall die without issue of their bodies, or, if there shall be but one such daughter, then to the use of such only daughter, and the heirs of best body lawfully issuing; (and for default of such issue, then)

Use to the Wise's last Will or Appointment.

To the Use and behoof of such person and persons, use and uses, estate and estates, and subject to such provisoes, limitations and agreements, as she the said M. K. (party hereto) notwithstanding her intended coverture, and whether covert or discovert, shall by any deed or deeds, writing or writings to be by her sealed and delivered in the presence of three or more credible witnesses, or by her last will and testament in writing, or by any writing purporting to be her last will, to be by her duly executed in the presence of the like number of witnesses (which deed, writing or will, the the said M. K. is hereby, and by the said J. E. her intended husband, enabled and empowered to make give, direct, limit or appoint; (And until such siste, direction, limitation or appointment shall be made, and with such estate and estates so limited, directed or appointed shall respectively commonce and take estate, and as such part or parts thereof, whereof no such direction,

im, limitation or appointment shall be made, then as to the faid messuage, &c.) (part of the premisses.)

Use to the Wife's (or Husband's, or other Person's) right Heirs for ever.

I. K. (party hereto) for ever; (and then as to the faid messings, &c. meter part of the premisses.)

Use to the Trustees for ____ Years upon several Trusts.

the to the Wife's Brother (after the Determination of ——— Years) and bis Heirs for ever.

To the Use of ——eldest son of W. K. brother of her the sid M. K. (party hereto) his heirs and affigus for ever; And as for and macraing the said term of ——years herein before limited to them the sid! S. and C. P. their executors, administrators and assigns as associated; It is hereby agreed and declared by all the parties to these presents, at the same estate and term was and is to them so limited upon the trusts, went and purposes, and subject to the proviso herein after mentioned, extisted and declared of and concerning the same term; (that is to say) In the there shall be no such iffee as aforesaid of the said intended marriage, such deed, writing, will or disposition made of the said premisses combined in the said term of ——years by her the said M. K. by virtue the power associated.

Upon this special trust, that the said J. S. and C. P. (the refun) and the survivor of them, and the executors, administrators and stigns of such survivor, shall and do, by and out of the rents, see and profits of the said premisses so to them limited for the said

Limitations of Ules.

---- years as aforefaid, by leafing, mortgaging, fale or other disposition thereof, or of the premisses comprized therein, or of any part thereof, as shall be by them the said trustees, or the survivor of them, or the executors, administrators or assigns of such survivor, thought fit and convenient, (Subjett nevertheless to the payment of the faid annuity of --- 1. a year to the faid M. K. widow, and her affigns, during her natural life, in manner as aforesaid) levy and raise the - of lawful money of, Ge. to and for the only use and behoof of R. R. wife of J. R. and fifter of her the faid M. K. (party to these presents, if then living, but not otherwise); and also of the surther sum of --- of like lawful money, to and for the use and bene-- niece of her the faid M. K. (party hereto) and lister d -- (if then living, but not otherwise); the said seven the faid ---- a-piece so payable to them the said R. R. and upon the contingency and by virtue of the trust aforesaid, to be paid a them respectively within - months next after he the said -(the wife's brother) shall be in the actual possession of the said messuage Sc. so to him made by virtue of the limitation thereof upon the contin gency aforesaid; provided, &c. (Vide Tit. Provisoes.)

Trust for the intended Wife till married.

—— In Trust for her the said M. K. party hereto, her executors, administrators and assigns, until the solemnization of the said intended marriage; (and from and after the solemnization thereof)

Trust for the intended Husband to receive the Rents, &c. of Leasehold Primisses, for so much of the Term as he shall live.

In Trust, (or say Upon special Trust and considerace in the said D. E. and M. N. and either of them reposed) that they present and suffer the said J. E. and his assigns, to have and receive the rents, issues and profits of the said hereby assigned leasehold premisses (or say, of all and singular the said premisses, without rendering any account for the same) for and during so many years of the said term years which are yet to come and unexpired, (or say so many years of the said term unexpired) as he shall happen to live; (and from and immediately after his decease)

The like Trust for the intended Wife.

In Truff, (or Upon the like special trust and confidence in them the said D. E. and M. N. and either of them reposed, that they said D. E. and M. N. and the survivor of them, and his and the said D. E. and M. N. and the survivor of them, and his and the said D. E. and M. N. and the survivor of them, and his and the said the s

and either of their executors, administrators and assigns shall likewise) in permit, &c. (as above, mutatis mutandis): and from and immediately after the death of the survivor of them the said J. E. and M. K. (his intended wife)

Trust for the first Son to enjoy Leasehold Premisses.

In Trust to permit and suffer the rents, issues and profits of fe said hereby assigned leasehold premisses, to be had, received and soved by the srift son of the said J. E. on the body of the said M. K. intended wife to be begotten, until such son shall attain his said age at years, then in trust for such sirft son, his executors, administration and assigns, for the rest and residue of the said term of the said term of said; (but in case such first son shall bappen to die before his age of 21 ters, then)

Trust for the second or other Son in Priority of Birth to enjoy the same.

- In Truft for the fecond and all other the fons of the faid J. E. the body of the said M. K. his intended wife, to be begotten suctelively as they shall be in priority of birth, until the elder of such sons ull tespectively attain his and their age of 21 years: Provided always, It in case any such sons shall attain his age of 21 years, then In and to the intent and purpose, that the entire and absolute inteof the said term shall west in such of the said sons as shall first attain faid age of 21 years, and shall go to the executors, administraon and affigns of such son as shall first attain his said age of 21 years aforesaid, during the rest and residue of the said term of tars therein, which shall be then to come and unexpired: (and that fuch case the limitation over of the trusts of the said — --- years term, the younger sons and the subsequent issue male, and also the daughters of p feed marriage shall be void and of no effect; and in case there shall be If we male of the faid J. E. on the body of the faid M. K. (party hereto) he begotten, that shall attain his age of 21 years, that then and in such He the faid leafebold premisses shall be)

Trust for all the Daughters to enjoy the same as Tenants in Common.

In Trust for all and every of the daughters of the said J. E. the body of the said M. K. his intended wife to be begotten, for the residue of the said term of _______ years, such daughters to take shared

Limitations of Afes.

and share alike as tenants in common, and not as jointenants: Provided also, that if any of the daughters should die before the age of 21 years unmarried, that then and so often the share or shares of her or them so dying shall go to the surviving daughter or daughters to take share and share alike as tenants in common, and not as jointenants; (and in case there shall be no daughter of the said intended marriage, or in case there shall be one or more such daughters, and all of them shall die under the age of 21 years, and unmarried, then)

To the Disposition of the Wife's Will or Deed.

and remain for such person or persons, upon such conditions, manage and form, or to, for or upon such trusts, intents and purposes, as the said M. K. (party hereto) (notwithstanding her coverture, or when ther covert or discovert) shall by any such her deed, writing or last will to be by her so executed and testissed in manner as aforesaid, (Vide and give, dispose, limit, direct and appoint the same; (and for west fuch gift, disposition, limitation, direction and appointment, then)

Trust for the Wife's Executors, &c. (for the Remainder of the Ind)

In Trust for the executors, administrators and assigns of the said M. K. (party hereto) for and during the residue of the said to a years, which shall be then to come and unexpired therein, and for and upon no other trust, intent or purpose whatsoever).

Truffees to pay to or permit the intended Wife to receive the Product Stocks, Annuities, &c. Money put out, Effates, &c. during her life without being subject to the Control of her Hysband.

— Upon (this further) Trust, that the said trustees, or the survivor of them, his executors, administrators and assigns, (during the said intended coverture between the said J. E. and M. K. his intended wife, or during the said term determinable as aforesaid) shall and will from time to time, either pay to or permit and suffer (and as far as the lawfully may authorize and impower) her the said M. K. and her assigns (the same to be at her election) to receive all the interest, dividends, profits, and other produce whatsoever to be had or made of the extended quer annuities, South-Sea stock and annustries, million bank stock

army débentures lo transferred to them the faid ----- truffets as storelaid, (or in case of a sum of money put out, &c. say to receive the interest and produce of the said sum of ______) or if to receive the profits of an estate, say, of the said hereby (released and assigned premisses) and every part and parcel thereof; the same to go and be to and for the sole, separate, personal and peculiar use, benefit and disposal of her the faid M. K. and her assigns, during her life, and not to be paid to the faid T. E. her intended husband, or as he shall appoint, but to be paid to the proper hands of her the said M. K. his intended wife, or to such other person or persons, as she, by any note or writing to be by her figured with her name of her own proper hand-writing, (notwithstanding her intended coverture, and whether covert or discovert) shall from time to time direct or appoint; and that the same, or any part thereof, shall not in any wife be subject or liable to the disposal, intermeddling, conreal, engagements, debts or incumbrance of the faid J E. her intendbe boshand; and that the receipt or receipts of her the faid M. R. ety hereto figued by her proper hand, (notwithstanding such her inmaded coverture) or of such person or persons so by her appointed to beive discharges, as well to the said trustees, their executors, admi-Mentors and affigns, as also to all and every other person or persons the are or shall be liable to pay the same, or any part thereof, for so thereb thereof as shall be by her or them thereby acknowledged to be so received; [and from and after the death of the faid M. K. (in case there hell be any child or children of the body of the faid]. E. on the body of the faid M. K. his intended wife begotten, which shall be then living) then]

Moother for a Truflee to pay to a Wife, or her Order, the Rents and Profits of an Estate (during the Term granted) to her separate Use.

(In a Settlement after Marriage.)

- Upon this special Trust and considence, that he the said H. G. the truffee) this executors, administrators and assigns, do and shall from me, &c. hereafter, during the faid term, determinable as aforefaid, y, apply and dispose of the rents, issues and profits of the premisses. the same shall from time to time arise and be received unto such perfor or persons, and for such uses and purposes, and in such parts and proportions, manner and form, as the the faid S. (the wife) from time wime, notwithstanding her coverture, shall by any note or writing under her hand direct or appoint; and for want of such direction or apsomement, then to the proper hands of her the faid S. or otherwise shall termit her to receive the same, to and for her own sole and separate We and benefit; and her receipt or receipts alone, notwithstanding her forerrare, shall be a sufficient discharge from time to time, to the per-Son or persons for paying the same, for so much thereof for which such tecelpts shall be given, to the intent that the same rents, &c or any part thereof, may not be at the disposal, or subject or liable to the controul. troul, debts, forfeitures or engagements of the said D. W. but on and for her own sole and separate use, benefit and disposal, and to we had and upon no other use, trust, intent or purpose whatsoever.

The like during the Term granted, if the Husband lives so long.

In Trust, that he the said D. E. his executors and administrators, do and shall, from time to time, during the said term of 99 years, if the said A. B. shall so long live, pay and apply all and singular the rents, issues and profits of the said hereby demised manors, tenement and premisses, not to the said A. B. or as he shall appoint, but to the proper hands of the said C. to the sole, proper, personal and peculiar use of the said C. or to such person and persons, as the said C. shall from time to time, by any writing, signed by her with her name of her own hand-writing, notwithstanding her coverture, and as if she were sole and unmarried, direct or appoint, exclusive of the said A. B. who is su have no power to dispose of, intermeddle with or incumber the said manors, lands or premisses, or the rents, issues and profits thereof, and to and upon no other trust or considence whatsoever, or otherwise how-soever.

Trustees to pay Annuities, Stocks, &c. and Produce thereof, and Produce of Estates among st the Children, according to the intended Wist: inf. Will or Deed in Writing.

--- Upon (this further) Truft, that they the faid trustees, and the furvivor of them, his executors, administrators and assigns, do and shall pay, apply and dispose of, assign over and transfer, as well all and lingular the faid annuities, stocks, and other premisses so transferred to them as aforesaid, as also all the interest, dividends, profits, and other produce (or dispose of all and singular the said hereby (released and assigned) monies and other the premisses, and of the interest, produce and proceed to arise or be had or made thereof) unto and amongst such child or children which shall be then living, in such parts, shares and proportions, and upon fuch conditions, manner and form, as the the faid M. K. (notwithstanding her intended coverture, and whether covert or discovert) shall by any (such) her deed, writing, or by her last will and testament to be by her duly (fo) executed and testified in the presence of three or more credible witnesses (in manner as aforesaid) (which deed, writing or will, she the said ---- is hereby, and by - her intended husband empowered and enabled to the faid make), give, dispose, limit, direct or appoint the same; (and for west of such gift, disposition, limitation, direction or appointment, then the same) Divifica

Division among ft the Children, if no Will or Deed.

- To go and be equally divided between and amongst all and every such children as shall be living at her decease (if more than one) part and share alike, [and then the interest or produce of all and every fich child or children's part, shall, from time to time, at the direction of the faid trustees, be paid and applied for and towards the education and maintenance of such child or children, until their respective parts and portions of the said hereby (released and assigned monies and prehall become payable, which said shares or parts, of and in the (monies and premisses) to be paid, &c.] and to be paid them refpedirely in manner as follows, (that is to fay) to be paid to fuch of dem as shall be a son or sons, at his or their age or respective ages of theory-one years (if he or they shall live so long); and unto such of them as shall be a daughter or daughters, at her or their age or ages of spheen (twenty-one) years, or days of marriage, which shall respecurely first happen (if she or they live so long); But if any of the said children die before their parts or shares of and in the said annuities, tocks, monies, and other the premisses transferred as aforesaid, [befor their faid parts or portions of and in the faid monies and premiffes hall become payable, then the parts and shares of him, her or them, so dying, with the interest thereof, from the death of the same child or children respectively, shall be paid to the survivors or survivor of such child or children, when and as their respective parts or shares shall or have become due and payable. (And in case there shall be no such child we children of the body of the said M. K. by the said J. E. her intended inhand begotten, living at the time of the death of the said M. K. or in the of there being such child or children, and all of them shall happen to te before any of their parts or portions shall become due and payable, then, from thenceforth, and in either of the said cases)

Implies to permit the Husband (if living) to receive the produce of Annuities, &c. or Estates, &c. during his Life.

— Upon (this further) Trust, that they the said trustees, or the survivor of them, his heirs, executors, administrators or assigns, (in east the said J. E. shall survivoe and outlive the said M. K. his intended wise) shall and do pay, or else permit and suffer him the said J. E. and his assigns, to receive the interest, profits and produce from thenceforth soarise or be had or made of all and singular the said annuities, stocks, and other the premisses so transferred as aforesaid [or of all and singular the said hereby released and assigned monies and premisses] during his natural life only, to and for his and their own use and benefit, (and from and immediately after the death of him the said]. E. then)

IJ

If no Issue of the intended Marriage, the Premisses (except ——).

Stock) to be assigned for the Use of the Survivor of the intended Hubband and Wise, and the Enecutors, Administrators or Assigns of sub Survivor.

Upon (this further) Truft, in case of no such issue of the said intended marriage that shall live to be intitled to the said annuities stocks, and other the premisses so transferred as aforesaid, by virtue of the limitations or any of them herein before made of the same premisses, that then the same premisses, (except the sum of ______ copital here, part thereof, herein after by the said M. K. to be given and disposed of if she shall think so shi (Vid. Tit. Provisors) to go and be transferred and assigned to and for the only use and benefit of the survivor of them, the said J. F. and M. his intended wise, and of the executors, administrators or assigns of such survivor, and to, for and upon no other unit, intent or purpose whatsoever.

The Trustees may dispose of Monies arising by Sale of Annuises, Stocks, Stc. (Vid. Proviso for the Sale, Tix. Provisors) to the Use of the intended Husband and Wise, or as they by their joint Deed shall direct.

And upon this further Trus, that they the said trustees, and the survivor of them, his executors, administrators and aligns, by and with such joint consent of them the said J. E. and M. K to be so the field as aforesaid, but not otherwise) shall and do pay and dispose of all and every the sum and sums of money arising by such sale or sales of the said annuities, stocks, and other the premisses (subject in manner as aforesaid) to them the said J. E. and M. K. (party hereto) to and for their own use and benefit, or else shall and do apply, pay and dispose of the same, to and for such uses, intents and purposes, and in such manner, as they the said J. E. and M. K. by any such their joint deed to be by them so executed and attested as aforesaid, shall simit, direct or appoint, touching and concerning the same; any thing herein before contained to the contrary thereof in any wise notwithstanding

That Trustees at the Decease of the intended Husband shall transfer Steel and pay Money to his Children, according to his Will, or for want of a Will, equally among st them.

— Upon further Trust, that they the said C and D and the survivor of them, his executors and administrators, shall assign over, or transfer

master and pay, as well the said too l. South-Sea annuity stock as the said 500l: (if the same shall become payable) and the dividends, and intrest which shall be thereon due at the decease of the said B, to and smongst all such whild or children of the said B, on the body of the said A, his intended wife to be begotten, as shall be living, or in ventre is mere at the time of the decease of the said B, in such shares and proportions as the said B. shall by his last will and tellament in writing under his hand and seal, and to be attested by three or more credible witness, direct, limit and appoint, (and for want of such direction, limition or appointment) to and amongst all the children of the said B. on the body of the said A as shall be living, or in ventre sa mere, at the set of his death, equally, and share and share alike. (And in default such sister since of the death of the said B, then)

the intended Wise (if she survives her Husband, and he leaves her without Issue) shall have the Produce and Interest of Stocks and Money.

— Upon this further Trust, that they the said P. and C (the restees) and the survivor of them, his executors and administrators, all permit and suffer, and, as far as they may lawfully authorize her said A. (in case she shall happen to survive the said B. and the said B. shall happen to die without issue between him and the said A to be species, living or in ventre sa mere at the time of his death) for and uring the term of her natural life to receive the dividends, interests of prosts, as well of the said 100 l. South-Sea annuity stock, as also the said 500 l so secured as aforesaid, in case the same shall become spoke (and from and after her decease)

the Executors or Administrators of the intended Husband shall have Stocks, Monies, &c.

Upon further Trust, that the said C. and D. the (trustees) and furvivor of them, and the executors and administrators of such survivor, do and shall transfer and pay as well the said too! South-Sea south stock, as also the said 500! in case the same shall become payble, and the dividends, interest and produce thereof respectively to executors or administrators of the said B. any thing herein before mutined to the contrary thereof in any wise not with standing.

By of a personal Estate to Trustees (with Power for them to sue; re-

To the Use of the said trustees, their executors and administralog, from henceforth, as and for their own proper monies, goods and Vol. V. Li 1 chattels chattels for ever; and to which they are bereby invested to have a high right, interest and property; and that is so full, large, simple sold stelicial shanner to all intents, confirmations and purpoles whiteleever, the faid A. C. could or might have had, held, recovered and the coived the fame, in case these presents had not been made; together with full power and authority for them the faid truftees, and the fell vivor of them, his executors or administrators, in his and their out names, or in the names of them the faid &. G. and A. C. his intended wife, or either of them, to demand, fire for, receive, receive, relai and discharge all and every such fecurieies and debts, part of the bett in-before alligned premisses, which are now due, or which is any which belong to her the faid A. C. and that as fully, effectually and absolute to all intenes and purposes whatforver, as they the faid G. G. and a C. his intended wife or either of them, could or might do if personal present, and as if these presents had not been made; nevertheless to, for and upon the several trusts, intents and purposes, and subject to the provide herein after mentioned, expressed and declared; of and con cerning the fame.

That the Trustees shall sell the intended Wist's personal Estate by his Consent.

Don Trust, that they the said trustees shall and do, as so as conveniently may be after the said marriage, (by and with the confent of her the said A. C.) notwithstanding her intended coverture, and as if she were a seme sole, (such consent to be signified by any writing under her hand and seal, testified by two or more credible withester absolutely sell and dispose of all and singular the hereby assigned saleshed personal estate of her the said A. C. in the best manner, and for the most money that can be got for the same. (And from and immediate after such fale, then)

Truffees to apply Monies arifing by Sale of the intended Wife's performing Effate, upon Securities or in a Purebase, and occasionally to call in money place out the Monies.

Upon this further Truft, that they the said trustees, and she furvivor of them, his executors, administrators and affigns, by and will the consent of the said A. C. testified, &c. shall and do, as soon as conveniently may be, put and place out as well all the stronles arising of such sale, as also all monies now due on any securities, and also all debts belonging to the hereby affigned personal estate of her the said A. G. when and as the same shall be by them the said trustees got in and received a as likewise the said sum of tool. So paid to stiem by the said

E. G. as aforefaid, upon one or more good and sufficient security or separities, either real or personal, or else in some public bank stock or fund, and in such manner as they the said trustees, by and with such consent assisted, Ec. shall think sit, Together with sull power for the said trusttes, by and with such consent restricted, Ec. to call in and new place int of the said monles, or any part thereos, as occasion may require; as the best annual interest, produce or prosit be made thereos, as conmicinally can or may be without lessening the principal.

Use to the intended Wife's Father tall the Marriage.

To the Use and behoof of the said J. G. and his heirs, until said intended marriage between the said J. B. and C. G. shall be and solemnized. (And from and after the solemnization thereof)

Use to the intended Wife's Father during his Life.

To the Use and behoof of the said J. G. and his assigns, for during the term of his natural life. (And from and after his de-

dust the Trusteen shall receive Rents, &c. and pay the same so the Wise during the Husband's Life, notwithstanding the Coverture, or the Bank-ropey of the Husband. Vid. Marriage Settlement.

Upon this further Traff and confidence, that they the laid T. H. B. junior, their executors, administrators and affigns, do and from time to time receive the rents; issues and prosits of the precess, and pay, apply and dispose of the same during the natural life the laid J. B. (the husband) into the proper trands of the said C. G. to such person or persons as she alone, and without her husband, not-bustanding her coverture, or the bankruptcy of her said husband, all, by any writing or writings under her hand, from time to be direct and appoint for her sole and separate use, and to be at separate disposal, not subject to or liable to the power or consul of the said J. B. or to his debts or disposal; and for which it receipt alone, notwithstanding her coverture, or such bankrupt of her husband as associated, shall from time to time be a same discount discharge. (And from and after the decease of the said C. G. sase the said J. B. shall be then living, and shall have been a bankrupt.

And after the Wife's Death, then to fuch others as would be instilled if he Husband and Wife were dead, &c.

Opon this further Trust, to pay the rents, issues and prose of the premisses during the life of the said J. B. to such person or passes would be intitled to the same, by virtue of these present, case the said J. B. and C. G. were both dead; and from and after these cease of the said J. B. the said term of ninety-nine years shall cast and be void; any thing in these presents contained to the contrary there of in any wise notwithstanding.

Use as before conveyed, till Marriage.

To and for fuch Ufes, intents and purposes, as the same harditaments and premisses now stand conveyed and settled, until the soles nization of the said intended marriage.

Use that the Wise's Mother shall receive a Rent-Charge during her Life

To the Use, intent and purpose, that the said E. H. (the sended voise's mother) and her assigns, shall and may out of all and significant the said hereby limited hereditaments and premisses in the said county of during her life, have, perceive and take to her an their own use, the before mentioned yearly rent charge or yearly so of eighty pounds of, Sc. free and clear and without any deduction abatement for or in respect of any parliamentary or other taxes or charge whatsoever, to be paid by quarterly payments, at or in the sour months said feasts, Sc. and all the said payments to be made at

On Non-payment of Rent-Charge to distrain.

And to this further Use, intent and purpose, that in cases shall happen that the said yearly rent-charge or yearly sum of 801. A annum, or any part thereof, shall at any time be behind and unpaid the space of 20 days next over or after any of the said feast days which the same ought to be paid to the said B. H. as aforesaid, the

then and so often it shall and may be lawful to and for the said E. H. and her assigns, into all and singular the said hereby limited messuages, &c. in, &c. and into every or any part thereof to enter and distrain, and the distress and distresses then and there sound, to lead, drive, carry away and impound, and the same in pound to detain and keep, or otherwise dispose of the same, as the law shall allow, until the said yearly rent charge or yearly sum of 80L and all arrears thereof, and all costs and damages to be sustained by reason of the non-payment thereof. according to the true intent and meaning of these presents, shall be fully paid and satisfied.

To re enter on Non-payment of a Rent-Charge.

- And also to this further Use, intent and purpose, that in case the faid yearly rent charge or yearly fum of 80 %. or any part thereof, shall be behind and unpaid by the space of 40 days next over or after any of the faid feasts or days of payment whereon the same ought to be paid as aforesaid, that then, and in such case, it shall and may be lawful to and for the faid E. H. or her affigns, (although no demand shall have been made thereof, by or on the behalf of the faid E. H. of the faid rent-charge, or of any arrear thereof) into all and fingular the faid hereby limited messuages, &c. in, &c. hereby made chargeable therewith; and into every or any part thereof to enter, and take and receive the rents, issues and profits thereof, and of every part thereof, to her and their own use and benefit, until thereby or therewith, or otherwise, the and they shall be fully paid and satisfied all the arrears of the said yearly rent-charge or yearly fum of 80 1. which shall incur or might have incurred; and all losses, costs, expences and damages, which she or they shall be put unto or fullain, by reason of the non-payment thereof, at the times herein before mentioned for payment thereof.

That out of the Profits of Premisses limited to Trustees for a Term of 100 Years (subject to an Annuity of 80l. per Ann. to the Wife's Mother during the joint Lives of Husband and Wife) 100l. per Ann. Shall be paid to the Wife's separate Use.

Upon Trust, that the said J. E. and W. W. and the survivor of them, and the executors, administrators and assigns of such survivor, shall and do, by and out of the rents, issues and profits of all and singular the same hereditaments and appurtenances so limited to them for the said term of 100 years as aforesaid (subject to the said annuity of 801. per annum, payable to the said E. H. and to the said term of 90 years in part of the said premisses, for securing payment of the said 801.

per annum

per annum in manner as aforesaid, during the joint lives of the said # N. party hereto, and the said M. his intended wife) levy, pay and diff pose of the yearly sum of 100 l. of, &c. free and clear of and from a and all manner of taxes, charges and deductions whatfoever, already imposed or hereafter to be imposed by act of parliament, or otherwise howfoever, to the separate hands of the said M. H. to and for her fole and separate use, or to such person or persons, and for such use and see intents and purposes, as the said M. H. alone and without the said W. N. (party hereto) her intended husband, notwithstanding her covertum by any writing or writings under her hand and feal, shall from time time direct or appoint, by quarterly payments, at the four most afer feasts, &c. which said yearly sum of 100 % is hereby intended and agreed to be applied and disposed, to and to the sole, peculiar and separate rate use of the said M. A. and for her apparel and ornaments, or other wife as the shall think fit, and not to be subject to the controul, debu, a gagements or intermeddling of the faid W. N. (party hereto) her intend ed husband; and the receipt, Gr. (As in a term limited to trustees).

That the Husband shall receive the Rents, &c. during the joint lives.
Husband and Wife, after Payment of an Annuity to the separate of the Wise.

And also upon Trus, to permit and suffer the said W. M. per ty hereto, and his assigns, to receive all the rents, issues and proses the premisses so limited to them the said J. E. and W. W. so the sterm of 100 years, which shall not be applied by them to the payment the said yearly sum of 100 L. pavable as aforesaid, and of the costs charges of the said J. E. and W. W. their executors, Sc. upon a count thereof, as the same shall accrue and arise from time to time, and ing the joint lives of the said W. N. (party hereto) and M. H. his tended wise, according to the limitations herein mentioned and expressed.

Use to the first Son of the Wife landfully issuing, (for Default of Issue the now intended Husband.)

—— To the Use and behoof of the first son of the body of the M. H. lawfully to be begotten, and the heirs male of the body of su first son lawfully issuing; and in default of such issue,

To the second, third, fourth, &c. Son of the Wife lawfully issuing-

 May to be begotten, feverally, fuecestively, and in remainder, &f., and is default of fuch issue,

To ber Daughte: s as Fenants in Common.

To the Ufe and behoof of all and every the daughter and laughters of the faid M, H. lawfully to be begotten, equally to be distilled, Ste.

The to the Wife's Mather, her Heirs and Affigns for ever, to her last Will or Appointment in Lieu of a Rent-charge.

To the only Use and behoof of the said E. H. her heirs and assigns for ever, or to such person or persons, his, her or their heirs, as the the said E. H. by any writing under her hand and seal, or by her last will, to be attested by three or more credible witnesses, shall nominate typoint; the same to be in lieu and stead of the said rent-charge of the said rent-c

Triffor younger Sons and Daughters to receive Rents, &c. as Tenants in Common; or if only one Son, or one or more Daughters, the Truffees to convey the Premisses to the Use of such Son, or to the Use of such Daughters as Tenants in Common.

-In Truff, that they the said trustees, and the survivor of mem and his heirs, do and shall permit and suffer such younger son and bes, daughter and daughters, and their respective heirs, to take and excive the rents, issues and profits of the said — to his, her and Deir own use and uses, in equal proportions, share and share alike, as chants in common only, and not as jointenants: And in case there shall no such younger children, son or sons, daughter or daughters, but only on living of the faid marriage at the time of the death of them the faid W. N. the younger, and M. his intended wife; or in case there shall be fuch iffue mule by the said marriage, and only one or more daughter or daughters, that then and in either of the said cases they the said trustees, and the survivor of them and his heirs, do and shall, upon the request and at the proper colls and charges of such only son or his heirs, or fuch danghter or daughters, or hee or their respective heirs, convey and assure the faid _____ unto, or to the use of, or in trust for such one only he and his heirs for ever; And in default of fugh iffue male by fuch mur-Fig., then to such daughter or daughters, and her and their heirs for ever,

ever, share and share alike; such daughters to take as tenants in common, and not as jointenants.

Use to the Father for Life, Remainder to the Mother for Life, Remainder to the Son for Life, Remainder to the Son's Wife for Life, Remainder to Trustees and their Heirs, subject to same Truste before limited.

To the Use of the said W. N. the elder, for his life, the remainder to the use of the said M. N. for her life, the remainder to the use of the said W. N. the younger, for his life, the remainder to the use of the said M. H. for her life, the remainder to the use of the said G. H. and W. P. W. and their heirs; Subject to the same trusts, and to the same intents and purposes, as are herein before declared touching the inheritance of the said freehold close, &c.

That Trustees stall transfer and assign Monies, and the Securities for the fame, &c. to such Persons, &c. as the intended Wife by Deed or Will shall appoint.

Upon (this further) Trust, that they the said trustees, and the surviver of them, his executors, administrators and assigns, shall and do trassfer and assign all and singular the hereby assigned principal monies so well ed in them as aforesaid, and all securities which now or at any time hereaster shall be had or taken for the same, and all interest monies and other produce then due and payable by virtue thereof, to such person or persons, and in such parts, shares and proportions, and upon such conditions, manner and form, or to and for such uses, trusts, intents and purposes, as she the said D. P. (notwithstanding her intended coverture, and as if she were a seme sole), shall by any (such) her deed, will, or last will and testament, to be by her so executed and testified, (in manner as aforesaid) give, dispose, direct, limit or appoint the same (as associated).

Trustees to pry an Annuity to a Wise for her separate Use notwithstandat ber Coverture.

Upon Truft, that they the faid Sir J. C. and J. C. and the furvivor of them and his heirs, shall, as he and they shall receive the same, pay over the said annual sum of 100% to the proper hands of the said T. B. or to such person or persons as she, not with standing her coverture, shall direct or appoint for her personal and separate use, where with the said G. P her intended husband shall not intermeddle, or have

any power to receive, incumber or dispose of the same, or any part thereof; and the receipts the said T. shall give to such persons who from time to time shall pay the same, to be good and effectual discharges both at law and in equity.

That the Trustees out of an Estate limited to the second Son, &c. shall pay the Wife a Rent-charge during her Life.

- To the Use, intent and purpose, that the said B. H. wife of the faid Sir H. H. shall and may have, receive and take yearly and every year, during the time of her natural life, the annual fum or yearby rent charge of 200 l. to be iffuing and going out of all the faid capiin messuage, &c. hereby granted, or intended so to be, the said annual fam or yearly rent-charge of 200% to be paid half-yearly, at Michaelmer and Lady-Day, by equal half-yearly payments, without any deduction or abatement for or by reason of any taxes, assessments, or any wher impositions of any kind assessed or imposed, or at any time hereafter to be affeffed or imposed on the said annual sum of 200 l. by authoby of parliament, or otherwise howsoever; the first payment to be made on such of the said sealts as shall next happen after the death of the faid Sir H. H. and to this further use, intent and purpose, that, if thall happen the faid yearly fum or rent-charge of 200 L or any part bestof, shall be behind and unpaid by the space of -(as in provisoes in annuities); and as, for, touching and concernthe said capital messuage, &c. so charged and chargeable with the annual fum of 200 l. as aforefaid, to the use and behoof of M. H. and son of Sir H. H. and the heirs male of the body of the said M. lawfully to be begotten; and for want of fuch iffue, charged and argeable as aforesaid, to the use and behoof of the said Sir H. H. his in and affigus for ever.

Limitation of a Real Estate by way of Cross Remainders between two Daughters

To the Use and behoof of all and every the said daughter and daughters of the body of the said A. B. on the body of the said C. D. his wife to be begotten, and the heirs of the body and respective bodies of such daughter and daughters, equally to be divided between such daughters, if more than one, share and share alike, as the same such daughter, then to the use of such only daughter and the heirs of her body; And in case there shall be more than one such daughter, and there shall be a failure of lawful issue of the body or bodies of such

other daughter and daughters, then as to the original part and hare, parts and shares, of such daughter or daughters whole issue shall of his as well as to such other part and share, parts and shares, as by virtue of this present clause shall have become vested in, or accrued unto any of the same daughter and daughters, or her or their issue, upon salare of issue of any other of the said daughters, to the use of the remaining and other and others of the said daughters and daughters, and the heirs of the body and respective bodies of such remaining and other and daughters, equally to be divided between such remaining and other daughters (if more than one), share and share alike, as tenants in common, and not as joint-tenants, and if there shall be but one such remaining or other daughter, then to the use of that daughter and the heirs of her body; and in default of such issue, St.

* Another Limitation of the Trust of Money in the Funds, subject to the Appointment of the Parents to Sons and Daughters and their Daughters by way of Crofs Remainders.

ND from and immediately after the decease of the services them the faid A. B. and C. D. his faid intended wife, w wult for all and every the fon and fons, daughter and daughten, of the faid A. B. on the body of the faid C. D. his intended wife, to be to gotten, and the children of such fons and daughters, in case any them shall be then dead, leaving issue, and to go, or be paid, aligne or transferred, to fuch fons and fons, daughter and daughters, and children of such fons or daughters at such time or times, and, if m than one, in such shares and proportions, and with and subject to su provisoes, conditions and limitations over; (fuch limitations over bei for the benefit of some or one of them,) as the said A. B. shall, by a deed or deeds, writing or writings, with or without power of revol tion, to be sealed and delivered by him in the presence of, and attelled by two or more credible witnesses, or by his last will and testament, in writing, figned in the prefence of, and attested by the like number of witnesses, direct or appoint, and in default of such direction and me pointment as aforefaid, then as to the whole of the said fum of 10,000 h three per cent confolidated bank annuities, and in case any such direction or appointment shall be made, which shall not be a compleat direction or appointment of the whole of the faid 10,000 l. three per centconfolidated bank annuities, then as to fo much and fuch part of the faid 10,000 l. confolidated bank annuities, whereof no such direction or appointment as aforefaid shall be made, as the faid C. D. in cafe the shall survive the said A. B. by any deed or deeds, writing or writing with or without power of revocation, to be sealed and delivered by her in the prefence of, and attelted by two or more credible witnesses, by her last will and testament, in writing, figned in the presence of and attefted by the like number of witnesses, shall direct or appoint, and in default of any such direction or appointment as aforesaid, then is w whole of the faid 10,000 !. three per cent. confolidated bank annul-

ses, and in case any such direction or appointment shall be made, which shall not be a compleat direction or appointment of the whole of the faid 10,000 l. three per cent. consolidated bank annuities, then as to so much and such part of the same bank annuities, whereof no such direction or appointment, as aforesaid, shall be made, in trust for all and every the fon and fons, daughter and daughters of the faid A. B. on the body of the faid C. D. his intended wife to be begotten as aforefaid, and the children of fuch sons or daughters, in case any of them shall happen to be then dead leaving iffue, in equal shares and proportions (but the child or children of fuch of the faid fons or daughters as hall then happen to be dead, shall be intitled only to the share which his, her, or their father or mother would have been intitled to if living, equally to be divided among such children, if there be more than one, there and share alike, but if but one, then wholly to that one) such sare and shares to be paid, assigned or transferred to him, her, or them, as and when he, the and they shall severally attain his, her, or their age or respective ages of twenty one years, or be married, which shall first happen; in case the said A. B. and C. D. shall be then dead; but if any fuch fons and daughters, or the child or children of such sons or daughters, as shall then happen to be dead, shall attain his, her, or their age or ages of twenty-one years, or be married in the lifetime of the aforefaid A. B. and C. D. his intended wife, or the lifetime of the furvivor of them, the share or shares of such sons or daughthe faid fun of children of and in the faid fun of 10,000 h three per 🚧 confolidated bank annuities, shall be paid, or assigned and transthat to him, her or them, immediately after the decease of the surfor of them the faid A B. and C. D. or as soon after as may be, Avoided always, that if any of such sons or daughters, or the child or dren of such sons or daughters, in case any of them shall be dead, die before he, she, or they shall attain his, her, or their age or sof twenty-one years, or be married respectively, then the share or pres of him, her or them so dying as aforesaid, shall, from time to the, accrue and belong to the furvivors or furvivor, or others or other inch fons or daughters, child or children, but the share or shares of the child or children of a deceased son or daughter, who shall die before he, she or they shall attain his, her or their age of twenty-one years, or be married respectively, shall go, accrue or belong to the sur-Mors or survivor of the children, by the same father or mother, and half not accrue or survive to such other sons or daughters as are living, or child or children of fuch other fons or daughters as are deceased, unless all the children, by the same father or mother, shall be then dead, and be paid or affigned, and transferred to him, her, or them, if more than one, equally, share and share alike, at such respective time or times, and in the fame manner as is herein before declared or expressed, touching his, her and their original share and shares, and in case any wher or others of the said sons or daughters, child or children, shall die before he, the or they shall attain his, her or their age or ages of twen-19-one years, or be married respectively, then all and every the accruing or farviving share and shares of fuch sons and daughters, child and children dying as aforesaid, shall again, from time to time, accrue and Ptogether, with his, her or their original share or shares to the then furvivors furvivors or furvivor, or others or other of them in manner aforefald, and shall be payable, assignable, and transferable, as and when his, her or their original share or shares shall, by virtue of these presents, become payable or affignable to him, her or them.

* Limitation of the Trusts of Money, with various Contingent Dispositions between Daughters, not subject to the Controll or Disposition of their Husbands, &c.

The relidue of among his daughters, each part to be put et at intereft.

The interest, Gr. to be paid to each during life, for her feperate ufe, and after their refpedive deaths to go to their children by the Srft hufband (except eldest fons.)

Payable to fons at twenty-one. To daughters at twenty-one or marriage; fo with confent. Benefit of furvivorship, &c.

ND upon this further trust, that after the raising and advancing of the aforesaid sum of 2500 l. for the purposes aforesaid, they the faid trustees, or the survivors or survivor of them, his or their executors, administrators or assigns, shall and do make an equal division of his estates to be all the rest and residue of the said Abel Asb's estate and effects amongs, equally divided or for the benefit of all the daughters of him the faid Abel Ash, share and share alike, and pay and dispose of the same accordingly, in such manner, and at such times as are herein after for that purpose mentioned; that is to say, the part and share of each and every of the said daughters to be put and placed out upon some good public or private, security or securities, at interest, or laid out, and invested in the purchase of stock in the bank of England, South-Sea Company, East India Company, or of South-Sea annuities, or some other good public sunds, and the interest and annual produce thereof to be paid to such daughters respectively, during their respective lives, for their own sole and separate use, and wherewith their then, or any after taken husband or halbands shall not intermeddle, or have any controuling or disposing power over the same, or any part thereof; nor shall the same be liable to any of their husband's debts or incumbrances, nor shall such husband or husbands be capable of giving receipts for the same, or any part thereof. And after the feveral and respective deaths of such daughters, their several and respective parts and shares shall go and be paid in manner sollowing; that is to fay, the part and share of each such daughter shall go and be paid to all and every her children by her first husband (except her eldelt or only fon for the time being by fuch husband) to be equally divided amongst them (if more than one) share and share alike; and if but one fuch child, then to fuch only child, to and for his or her own use and benefit: The parts and shares of such children, together with fuch improvement as in the mean time shall be made of the same, to be paid to fuch of them as shall be a fon or fons at his or their respective age or ages of twenty-one years; and to fuch of them as shall be a that they marry daughter or daughters, at her or their respective age or ages of twentyone years, or day or days of marriage, which shall first happen, prowided she or they marry with the advice and consent of the said Emms, wife of the faid Abel Ash, if then living; and in case she be then dead, with the advice and consent of the said trustees, or the survivors or survivor of them, his executors or administrators; and in case any of such children (except as aforesaid) shall die before his, her or their respective

have or thates shall become payable; or in case any younger son shall become an eldest son, then, and in either of the said cases the share or hares of him, her or them so dying or becoming an eldest son as aforelaid, shall, together with the improvements thereof, go and be paid to the furvivors or furvivor, or others or other of fuch children by the same mother (except as aforesaid) share and share alike, as, and when the original share or shares of such survivors or survivor, or others or other of them shall become payable by virtue of these presents; provided always, that in case all the children of any of the said daughters by her fift hulband (except as aforefaid) shall happen to die before any of their If all the respective share or shares shall become payable as aforesaid, then the younger chilhave or shares of such daughter or daughters, together with the im- dren die, then provements thereof, as aforefaid, shall go and be paid to the eldest or to the fou only. only fon of such daughter or daughters respectively, by such first husband, at his age of twenty-one years. Provided also, that in case any If daughter of of the faid daughters shall happen to die not having any child or children the appointor by her or their first husband or husbands, or having such, all of them have no child die besore their respective parts or shares shall become payable to living, &c. by then respectively by virtue of these presents, then the share or shares of the first husand daughter or daughters shall go and be paid to all and every her and band, then her their respective child and children by any after taken husband or hus-other lumbands, to be equally divided amongst them (if more than one) share and may take. mealike; and if but one fuch child of any one fuch daughter, then: the flare of fuch daughter to be paid to fuch her only child, the parts mares of the said last mentioned child or children, together with such Insulation of them as shall be a son or sons, at his or their respective age or was of twenty-one years; and to fuch of them as shall be a daughter or denghters, at her or their respective age or ages of twenty-one years, anday or days of marriage, which shall first happen; provided she or marry with such advice and consent as aforesaid. Provided also, If a daughter ar in case any of the said daughters of the said Abel Ash shall die in dies in the lifethe life-time of him and the faid Emma his wife, or of the survivor time of the apthem, and shall leave one or more child or children by her or their pointor and the or any after taken husband or husbands, then, and in such case, this wise, her the part or share, or parts or shares of the premisses, which by virtue of as above. the presents, and the trusts aforesaid, would have come and accrued no fach daughter or daughters, and her or their child or children in manner as aforesaid, in case the same daughter or daughters had survivthe faid Abel Ash and Emma his wife, shall, together with the improvement in the mean time to be made of the same, go and be paid to the child or children of fuch daughter or daughters at such times, and In fuch manner, and upon, and under fuch contingencies and relivictions, 20 the same would have been payable to her or their child or childrea by virtue of the aforefaid trusts, in case such daughter or daughters had survived the said Abel Ash and Emma his wife; any thing herein contained to the contrary notwithstanding. Provided further, that in If any of the tale one or more of the three eldest daughters of the faid Abel A/b, wire three eldest Hannah Jones wife of John Jones, esq. Letitia Moore wife of Matthew daughters die More, efq; and Olivia Peers wife of Peter Peers, efq; thall die with- without a child out any child or children living at her or their respective deaths, or to whom a

there come payable.

her share to go to the children of the others of those daughters.

ghters

If all the three eldest die without such child, 55.

their shares to go to the children of the three youngest daughters,

If any of the three youngest daughters die without such child, &c. her spire to go to the children of the others of those daughters,

there being such child or children, all of chars die beside their occurs of their respective parts of theres that become payable by virtue of the trusts aforciaid, then, and in fuch cash, the part or flaire, or parts of thares of the fame daughter or daughters, together with such improve ment as shall be made of the same in the mean time, from and after the decease of the same daughter or daughters, and failure, of her or their child or children as aforefaid, thall go and remain to all and every the child or children then living, or then after to be born of the other is others of them the faid three last named daughters of him the said and Afb, to be paid at fuch times, and in fach manner, and upon and under fuch contingencies and restrictions, as the share or shares of such other or others of the same three daughters would have been payable to be or their child or children by virtue of the trusts aforesaid, if such other daughter or daughters had been then actually dead; the same child # children of every fuch other or others of the same three daughtens stand in the place and stead of his, her or their respective mother on mothers, and to have and enjoy his, her or their respective mother of mothers' share or shares of and in the premisses (together with such in provement as in the mean time shall be made of the fame as aforesaid) to And in case all of them the faid three daughters of the said Abel All shall die without any child or children living at their respective deaths. or there being fuch child or children, all of them die before their se any of their respective parts or shares thall become payable by vitue of the trusts aforelaid, then, and in such case the parts or shates of all them the faid three eldest daughters (together with such improvement in the mean time shall be made of the same as aforesaid) shall go and resi main to all and every child or children then living, or then after to be born of the three youngest daughters of him the said Abel Aby Rachael wife of Stephen Sims, elq; Tubitha wife of William Wells, el and Amey wife of the reverend Charles Crife, to be paid at fach times and in such manner, and upon and under such contingencies and restin tions, as the share or shares of the said three youngest daughters respons tively would have been payable to her or their respective child or chi dren by virtue of the trusts aforesaid, if they or any of them the three youngest daughters had been then actually dead; the same chi or children of each of them the said three youngest daughters to stant in the place and stead of his, her or their respective mother or mothers! and to have and enjoy his, her or their respective mother or mothers' share or shares of and in the premisses, together with such improvement as in the mean time shall be made of the same as aforesaid; also that in cuse one or more of the said three youngest daughters of the said Abd: A/b shall die without any child or children living at her or their respective deaths, or there being such child or children, all of them die before; their or any of their respective parts or shares shall become payable by virtue of the trults aforelaid, then, and in such case the part or share, or parts or shares of the same daughter or daughters, together with such improvement as in the mean time shall be made of the same as aforefaid, shall go and remain to all and every the child or children then living, or then after to be born of the other or others of them the faid three youngest daughters of the said Abel Ash, to be paid at such times and in such manner, and upon and under such contingencies and re-Ariclions,

militims, as the share of finales of fuch other or others of the same three highle's would have been payable to her or their child or children by this of the trusts aforefaid, if such other daughter or daughters had been actually dead; the fame child or children of every fuch other or thers of the same three daughters to sland in the place and stead of his, In or their respective mother or mothers, and to have and enjoy his, Her or their respective mother or mothers' share or shares of and in the Manifles, together with such improvements as in the mean time shall be made of the same as aforesaid. And in case all of them the said three and is all the stongest daughters of the faid Abel Ash shall die without any child or three youngest Midren living at their respective deaths, or there being such child or die without Addres, all of them die before their or any of their respective parts or such child, &c. Such shall become payable by virtue of the trusts aforesaid, then, and go to the childhach cale, the parts or shares of all of them the said three youngest dren of the matters, regether with such improvement as in the mean time shall be three eldest ide of the same as aforesaid, shall go and remain to all and every the daughters. and children then living, or then after to be born of the faid three Will daughters of him the faid Abel Afb, to be paid at such times, and Anch manner, and upon and under such contingencies and restrictions. the state or shares of the said three eldest daughters respectively would beth payable to her or their respective child or children by virtue of kitult aforesaid, if they or any of them the said three eldest daughters their then actually dead; the same child or children of each of them Lid three eldest daughters to stand in the place and stead of his, her their respective mother of mothers, and to have and enjoy his, her their respective mother or mothers' share or shares of and in the pretes, together with such improvements as in the mean time shall be alle of the same as aforesaid. Provided always nevertheless, that in It all the six all the faid fix daughters of the said Abel Ash shall die without any daughters die ad or children of them or any of them living at her or their respective without such bis, or there being such child or children, all of them die before child, &. the or any of their respective parts or shares of the premisses shall be their shares to the payable by virtue of the trusts aforesaid, then, and in such case, go to their rebart or have of each of the same daughters, together with such im-Wetherst as in the mean time shall be made of the same as aforesaid, be, go and remain unto the legal representatives of such respective

Missing Limitations in a Settlement, in case of not taking the Sulpr's Name, or acquiring other Estates.

ROVIDED always, and it is hereby declared, that the person Proviso for taor persons whom the said A. B. shall marry, and the person or king the sector's
persons who shall marry the daughter or daughters of the said C. D. by name and bearthe said A. B. or the survivor of them, and every person and persons ing his aums:
who by virtue of the limitations herein before contained, or of this protise or of the proviso next herein after contained shall become intitled to

the possession or to the receipt of the rents and profits of the manor, hereditaments and premisses hereby granted and released, or expressed and intended so to be, shall and do within the space of one year next after they respectively shall so marry or become intitled to the possession or to the rents and profits thereof, or to the annual fum of money to be charged thereupon, take upon him and them and use in all deeds and writings whereto or wherein he or they shall be party or parties, the furname of B. only, and take and use no other surname; and also shall and do quarter the arms of B. with his or their own family arms; shall and do within the space of one year next after he or they respect tively shall so marry or become intitled as aforesaid, apply, sue for, a endeavour to obtain an act of parliament or a proper licence from a crown, or take fuch other means as may be requisite and proper to es ble and authorise him and them respectively, to take and bear the s firname and arms of B. only; and in case any such person or person shall refuse or neglect so to take such sirname and arms, and to ta Such proper steps or means as shall be requisite to enable and authorise h and them so to do within the space of two years after such marriages aforesaid, then if the person so resuling or neglecting, shall be the h band of the faid A. B. the limitation herein before contained, to the of, or in trust for the faid A. B. shall cease, determine, and beca utterly void, and any annual fum, which by virtue of the provise that purpose herein after contained, the said A. B. shall have grant limited or appointed to the use of such husband so refusing or neglecti and the powers or remedies and term of years for securing the far shall also cease, determine, and become utterly void; and if the per To refusing or neglecting shall be the husband of any of the daughters. the said G. B. by the said A. B. or of the survivor of the said G. B. a M. B. the limitation herein before contained to the use of, or in ten for the daughter whose husband shall so refuse or neglect to take t name or use the arms of B. as aforesaid, shall cease and determine, a become utterly void, as if such daughter was dead without issue; if the person so resuling or neglecting, shall be any other, than fig husband of the faid A. B. or such husband of any of the daughters the faid B. the limitations herein before contained of the faid manorest hereditaments to the use of or in trust for him or them so neglecting refuting, shall cease, determine, and become utterly void, and the f manors and hereditaments shall in such case immediately thereupon to the person next entitled in remainder under the limitations herein b fore contained in the fame manner, as if the person or persons whose tate shall so ccase, determine, and become void, being tenant or tenant for life, was or were dead, or being tenant or tenants in tail was or we dead without issue, without prejudice nevertheless to any jointure or joi tures, portion or portions, annual fum or annual fums of money, les or leafes, demife or demifes, which before fuch coffer or determination shall have been granted or demised for, or charged upon any of the sa Leitditaments, in pulsuance of any of the powers herein after in the behalf contained, except such annual sum, and the powers or remedi and term of years as shall have been so granted, limited, or appoint by the said A. B. as aforesaid; And provided that such cesser or detail mination of the estate of the said A. B. or of any other tenant for H shall not operate to exclude, prevent, or prejudice any of the contingen remainder

Provilo for preferving contingent remainders.

remainders herein before limited, to his or her fon or fons, or other persos, but that the remainder limited to the said trustees and their heirs, during the life of the faid A. B. or such other tenant for life, shall, after such ceffer or determination take effect and continue, for preferving such soutingent remainders, and giving them effect, as they may arise; And also so, And po ovided nevertheless, that the faid trustees and their heirs sall, after such cesser or determination, and during the suspence and motingency of any fuch then next expectant remainder, receive and y, and apply the rents and profits of the same premisses, which would close to such tenant for life if such cesser or determination had not taon place, unto such person or persons, and for such intents and purofes, and in the same manner, as under and by virtue of the limitatisand provisoes herein before contained, the same would be or have en payable and applicable to, respectively, in case such tenant for life sactually dead, so that the issue of the said A. B. or of such other nant for life, entitled for the time being, under the limitations aforesaid, the premisses in remainder immediately expectant on the decease of faid A. B. or of such other tenant for life, may, if then in effe, be ided to receive, to and for his own use and benefit, such rents and the during the life of the parent, as if such parent were dead; and in he no fuchissue be in ese, then during the vacancy and contingency of such r, the person next entitled, for the time being, under the limitations the said A. B. or of such other tenant for life, and failure of such , shall and may be entitled to and receive to and for his proper use benefit, such rents, issues and profits, without any exclusion of or indice to the estate, interest or right of any such issue afterwards comin effe, and thereupon becoming entitled to such rents and profits in the time of the birth of fuch iffue respectively, charged neverthe-, and subject, and without prejudice to any such jointure or jointures, thon or portions, annual fum or annual fums of money, with the term terms of years, remedies and securities for the same respectively, extas herein before excepted, lease or leases and demises, as before the ceffer or determination of the estate of the person or persons so nething or refusing shall have been limited, settled, appointed, created, anted or demised of or in the said hereditaments hereby granted and tased, or any of them, pursuant to and by virtue of the powers tin after for these purposes respectively contained, or any of them; rouded always, and it is hereby further declared, that when and to provile for ten as any manors, lands, or hereditaments, the clear annual rents, shifting the les and profits of which, after fatisfying the interest of the mortgages estate in case other incumbrances, bearing interest then affecting the same, and the of the persons at charges, and other yearly payments then issuing thereout and charge entitled acquirthereupon, and the average of the deductions to be made thereout effate of the or in respect of taxes or other parliamentary impositions, shall amount value of 1490s the sum of 1400 l. of lawful money of Great Britain, shall descend a-year. come for any estate of freehold or inheritance in possession, to any the persons, who by virtue of the limitations herein before contained, all be entitled either in possession or remainder, to the manors and herenaments hereby granted and released, for any estate for life, or in tail the, or in tail, (except the faid A. B. or any of the iffue of her body) en and in such case, and so often as the same shall happen, the estate berein before limited to or for the benefit of or in truft for him or them, VOL. V.

M m

and his or their iffue, of and in all and every the manors and hereditaments herein before granted and released shall then cease, determine, and become void; and the fame manors and bereditaments shall immediately thereupon go to the perion and perions next in remainder, expectant on the deccase and failure of issue of the person so becoming entitled to such manors and hereditaments of the clear annual value of fourteen hundred pounds, in the same manner as such person or person so in remainder would take or have taken the same by virtue of the limitation herein before contained, in case he or they so being entitled to fuch manors and hereditaments of the clear annual fum of fourteen hundred pounds, was or were actually dead without iffue, fuch perfor or persons so in remainder, conforming or complying with the condition or proviso herein before contained for taking and using the sirname and quartering the arms of B. as aforefaid, so and provided nevertheless, that any fuch ceffer or determination of the estate of the person or perfons to whom the faid manors or hereditaments of such clear annual value of fourteen hundred pounds shall descend or come, shall not in any wife prejudice or affect any fuch jointure or jointures, portion or portions, annual fum or annual fums of money, term or terms, remedies or powers for securing the same respectively, lease or leases and demiles, as before such cesser or determination shall have been limited, settled, appointed, created, granted or demised, of or in the hereditaments hereby granted and released, or any of them, pursuant to and by virtue of the powers herein after for those purposes respectively expressed or contained or any of them.

Memorials.

Memozials.

A Leafe for a Tear.

Memorial to be registered, pursuant to an act of parliament made in the 7th year of her late majesty queen Anne, intituled, An act for the publick registering of deeds, conveyances, wills, and other incumbrances, which shall be made, or that may affect any honours, manors, lands, tenements or hereditaments within the county of Middlesen, after the 29th day of September, 1709.

Or the Preamble may be shorter, thus:

A Memorial to be registered, pursuant to an act of parliament made and passed for the publick registering of deeds, &c. relating to estates within the county of Middlesex. Or, A Memorial to be registered pursuant to an act of parliament made for that purpose.

F an Indenture, bearing date the — day of — in the — A. and B. year of the reign of our fovereign lord George the Second, by the registered at grace of God of Great Britain, France and Ireland, king, defender half an hour of the faith, &c. and in the year of our Lord — made between J past — in the A. of — of the one part, and R. R. of — of the other part, purforence of the — day forming to be a lease for a year, to vest the possession of and concerning of — upon all that messuage or tenement, with the appurtenances, situate, lying, the assistant and being in — in the said county of Middlesex, late in the tenure or of W. by occupation of — called or known by the name of — and all build. T. Jones, reings, yards, gardens, backsides, ways, easements, profits, commodities, ties, and appurtenances whatsoever, to the said premisses belonging, or in any wise appertaining, or accepted, reputed or known as part, parcel or member thereof, and the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premiss; Which said indenture of lease is witnessed by T. A. of — in the parish of — in the county of — esq; and J. W. of — gent. And M. m. 2

Signed and sealed in the presence of

7. 4

A. B. C. D.

Of a Releafe.

A Memorial to be registered, pursuant to, &r. (as before),

A. and R. registered at half an hour past — in the forenoon of the — day of — 1740, upon the outh of Williams, by T. J. register.

N Indenture dated the — made between J. A. of — of the one part, and R. R. of — of the other part; purporting to be a release of all and singular the same premisses mentioned in a lease for a year, bearing date the day before the day of the date of the said telease, and made between the said J. A. of the one part, and the said R. R. of the other part; a memorial of which is registered at the same time herewith, which indenture of release is witnessed by T. A. of — esq; and J. W. of — gent. and is hereby required to be registered by me the said J. A. the grantor in the said indenture of lease. As witness my hand and seal, this — day of — Signed and sealed in the presence of

Of an Affigument of a Term to attend the Inheritance of the Premifer the weyed by the Leafe and Releafe.

A Memerial to be registered, &c. of

N Indenture of an affignment bearing date, &c. Between, &c. purporting to be an affignment of the reft, refidue and remainder of a term of 2000 years, granted to the faid — of and in the faint premiffes, lying and being in — in the county of Middlefers, mentioned in an indenture of leafe, made between, &c. (i. e. in the leafe for sycar) a memorial whereof is registered at the same time herewith, and which said term is affigned to the said — to attend and wait upon the freehold and inheritance of the said premisses by the said indenture of leafe and the release conveyed to the said R. R. and which said indenture of affignment is witnessed by, &c.

The Conclusion of a Memorial where the Parties executed the Deeds at several Times.

Which said indenture quadripartite, as to the execution thereof by the said J. J. is witnessed by O. M. of, &c. and J. B. of, &c. as to the execution thereof by the said J. is witnessed by J. B. G. B. of, &c., and W. S. of, &c. and as to the execution thereof by the said J. is witnessed by W. S. of, &c. the said O. M. and J. M. of, &c. a memorial whereof is hereby required to be registered, pursuant to the said act of parliament by me the said Sir T. W. the grantee in the said indenture. As avaitness my hand and seal this toth day of June in the year of our Lord one shouland, &c.

Signed, &c.

Of a Bargain and Sale to be involled.

A Memorial, &c. (as before)

A N Indenture dated the — made between J. A. of — of the A. and R. one part, and R. R. of — of the other part, purporting a deed registered, of bargain and sale to be involled of and concerning the premisses mentioned in a lease for a year, bearing date the day next before the day of (as before) the date of the said indepture of bargain and sale, (or as the date is) and made between the said J. A. of the one part, and the said R. R. of the other part; a memorial whereof is registered at the same time herewith, (or as the time is) which indenture of bargain and sale is witnessed by J. A. of — and J. W. of — and is hereby required to be registered by me the said J. A. the grantor in the said deed of bargain and sale mentioned. As witnesse my hand and seal, this — day of — J. A.

Signed Sc.

Of a Leafe for Years.

A Memorial, &c. (as before)

N Indenture of lease, bearing date the — made between W. C. C. and C. of — of the one part, and J. C. of — of the other part, registered, whereby the said W. C. for the considerations therein mentioned, did S. denise to the said J. C. All that — situate, lying and being — routing — now in the tenure or occupation of the said J. C. To boid for the term of — years, to commence from — at the yearly reat

of —— l. of good and lawful money of Great Britain; which said indenture of lease is witnessed by —— and is hereby required to be registered, pursuant to the said act, by me the said J. C. the lessee in the said indenture. As witness, &c. (as before.)

Signed, &c. (as before)

Of a Mortgage for Years.

A Memorial, &c.

W. and D. registered,

N Indersure of mortgage, dated the — made between W. D. of — of the one part, and J. W. of — of the other part; whereby the said W. D. for and in consideration of — I. demised unto the said J. W. All that — situate and being in — and called or known by the name of — now in the tenure of — To bold unto the said J. W. for the term of — years; Subject nevertheless to a provise, that the same shall be void on payment of the sum of — I. and lawful interest for the same, on the — day of — 1742, Which said indenture of mortgage is witnessed by — and is hereby required to be registered, pursuant to the said act of parliament, by me the said W. D. the grantor is the said deed. As witness, &c.

N. D.

The Form in the East-Riding of York.

A Memorial to be registered in the office at Beverly in the East Riding of the county of York, pursuant to an act of parliament made in the fixth year of her late majesty queen Anne, for registering deeds, coaveyances and wills, and other incumbrances which shall be made of, or that may affect any manors, lands, tenements and hereditaments in the East-Riding of the county of York, after the 29th day of September, 1708.

A N Indenture (purport and declaration of trust touching the said 20001. and interest) bearing date the 27th day of February now last past, and made between R. W. of, &c. of the one part, and E. W. of, (mother of the said R. W.) of the other part; reciting, &c.

In the West Riding.

A Memorial to be registered in the office at Wakefield in the West Riding of the county of York, pursuant to an act of parliament made in the second year of the reign of her late majesty queen Anne, for registering giftering all feeds, conveyances and wills, that shall be made of any honors, manors, lands, tenements or hereditaments, within the West-Riding of the county of York, after the 29th day of September, 1708.

E it remembered, That an indenture of bargain and sale for a year, bearing date the 14th day of May now last past, and made between, to

A Memorial of an Indorsement.

. A Memorial, &c.

F a Deed Poll bearing even date herewith, and written upon the back of an indenture tripartite of moregage, bearing date the 3d of July 1748, between S. B. of Uc. of the first part, M. C. of, , of the second part, and J. B. of, Gr. of the third part; Whereby her reciting, as therein expressed, and for the consideration of 2000 s. brein mentioned to be paid by the right honourable H. earl of S. to the possible R. M. efq; and lady A. T. his wife, and the right honoure G. H. earl of L.) by the direction and appointment of the faid R. esq. and the lady T. his wife, (testified as therein mentioned) and the faid R. M. and lady A. T. his wife, and every of them, Did bough other things) assign and set over unto H, earl of S. The piece parcel of ground, with the messuages or tenements and buildings reupon built, being the same premisses comprised in the said indenture artite, (a memorial whereof thall be duly registered on the -___ 17-, Lib -No.-,) Subject nevertheless to such equity redemption, as in the faid indorsement, bearing even date herewith entioned; Which same indorsement was sealed and delivered by the earl of L. R. M. and lady T. and is witneffed by, We. And is eby required to be registered, pursuant to the said act, by me the said M. As Witness my hand and seal this - day of - 17-

Signed and sealed by the above named R. M. in the presence of

Another, a shorter.

A Memorial, &c. (as before.)

A N Indorsement, dated the ——day of —— made from J. E. of E. and V. —— and W. V. of —— on the back of a mortgage deed, dated registered, and made between the said J. E. of the one part, and the said &c. W. V. of the other part, of and concerning All that —— situate and being

Memorials.

being in —— now in the tenure or occupation of J. D. Which faid in dorfement is witnessed by I. C. of —— and R. W. of —— and hereby required to be registered by me the said J. E. the grantor: Witness, &c.

Signed, &c.

7. E.

Of a Will.

A Memorial, &c.

J. and L. registered,

Mill dated the _____ made by J. F. of _____ of and concerning All that meffuage and tenement in ____ late in the team and occupation of G. L. (or if the words of the will be general, then for of and concerning all the lands, tenements or hereditaments which the faid J. F. died possessed of in the country of ____ Which said will witnessed by J. G. of ____ and T. W. of ____ and E. F. ____ This Memorial therefore is desired to be registered, pursuate to the abovesaid act, by me E. L. one of the devises in the said we mentioned: As Witnesse, &c.

Signed, &c.

E. L.

Of a Judgment.

A Memorial, &c.

G. and W. registered, ETWEEN T W. gent, plaintiff, and W. G. late of the prish of ______ in the country of ______ esq; defendant, of plea of debt for too! for costs 63 s.

I Do hereby certify, that judgment was signed in this cause to _____ day of ______

Samuel Clarke.

In the King's Bench.

| J. G. of maketh oath, the court of king's bench, figure | that the | he faw | S. | C. of | efq; | the fecon | dary in th |
|---|-------------|--------|----|----------|------|-----------|---------------|
| memorial above-mentioned. | | | | | :. | | |

Sworn the ____ day of ____ before ____

7. G

In the Common Pleas.

- That he saw George Cooke, esq; chief prothonotary of the court f common pleas, fign the certificate in the memorial above-mentioned; - That he saw - Thompson, esq; second prothonotary of the point of common pleas, sign, &e. Or, -That he saw John Borrett, esq; one of the prothonotaries of be court of common pleas, sign, &c. In the Exchequer. -That he saw T. M. esq; clerk of the pleas of the court of exequer, fign, じん Of a Statute. A Memorial, &c. H. of the parish of — in the county of — gent. at the city H. and A of Bristol, in the county of Somerset, before J. G. mayor, and registered, W. clerk, acknowledged himself to owe W. A. of the parish of ____ &c. the country of -efq; in -l. the -day of -I Do hereby certify, that the Ratute above-mentioned was inrolled - day of -T. M. J. M. clerk to Mr. W. N. of _____ gent. maketh oath, that he Sir T. M. clerk of the flatutes, fign the certificate above-mention-化二氯化二甲甲基酚二甲基甲酚医二甲酚 Sworn the ---- day of ---- before -Э. M. Of a Recognizance in Chancery. A Memorial, &c. ? for the lord the king in his chancery, acknowledged himself to registered, owe exc. J. of the parish of _____ in the county of ____ esq; be- y. and P.

| owe G. P. of merchant, L dated | the d |
|--|-------------------|
| I Do hereby certify, That the recognizance above- rolled in the high court of chancery the day | |
| | Ву 1. 3. |
| W. F. clerk to Mr. J. T. of - maketh oath, | That he aw M |

W. V. clerk to Mr. J. T. of ____ maketh oath, That he faw is T. J. fworn clerk to execute the office of involvent in the high of chancery, for the county of Middle few, fign the certificate above itioned.

Sworn the ——— day of ——— before J. P. W. P.

A Certificate of Mortgage Money being paid.

To the Register for the County of Middlefex.

W. and D.
entered the
——day of
——upon
the oath of M.
and H. by T.
J. regiller.

J. W. of — do hereby certify, That W. D. of — hath p and satisfied all such sum and sums of money as were due and out upon a mortgage made by the said W. D. to me, bearing date the day of — and registered at — of the clock in the forenoon of the day of — following, in sull discharge of the same: And I hereby require an entry of such payment and satisfaction to be made suant to the act of parliament in that case made and provided: As mess my hand this — day of —

Attested by W. M. of _____ J. H. of ____

7. 17.

The Entry of the faid Certificate.

W. and D. registered,

EMORANDUM, That upon the certificate of the within named J. W. dated the _____ day of _____ proved by the oat of W. M. of ____ and J. H. of _____ that all menies due on the with mentioned mortgage, are fully paid and fatisfied in discharge of same; this entry in discharge thereof is made pursuant to the said after parliament _____ day of _____ By Tho. Jones, Register.

By the statute 7 Anne, a memorial of all deeds and conveyance, a wills and devises in writing, made after the 29th of September, 1709, a feet any honors, manors, lands, tenements or hereditaments in Middles is to be registered, or shall be adjudged fraudulent and word against any former purchasor or mortgagee for valuable considerations; and no judgent

n, fluivite or recognizance (other than in the name, and upon account of nejefy) obtained after that day, to affect my honours, &c. in Middle-, but only from the sime of entering the memorial at the register's

Where there are more deeds than one to a perfect conveyance or security, parcels and places where they lie need only be mentioned in one memorial, the others refer to that.

de an requires only the dates, perfons names, additions, parcels, witnumer, and their additions and places of abode, to be contained in

morial, but 'tis usual to make a short recital.

of memorials are to be on vellum or parchment; some bave them on a It fix penny flamp; others without a stamp; the register receives both, to be figured and fealed in common form by one of the granturs or tett, bis or their enseautors, administrators, guardians or trustees, atby two witnesses; and one of the witnesses to the deed must be a witto the memorial, who is to make oath of the due execution of both before righer, and also produce the deed, grant, or will, at the same time. The memorial, certificate and affidavit of a judgment, flatute or recognin, u written on one piece of parchment, with a treble fix-penny flamp. If the flowp is necessary.

he memoriale were to be left in the office, and after they are registered, regler certifies the same upon the back of the deed, which certificate is

m certificates of mortgage money paid (whore the momorial is registerfigued by the mortgagee, his enecutors, administrators or affigus, by two evidualles, and oath that the money is paid, and of figning feate, the register to make an entry thereof in the margin of the reagainst the registry of the memorial, and to file the certificate. tertificate should be on parchment (without a slamp.)

he all requires the office hours to be from nine till tevelue, and from five every day except Sundays and Holy-days.

A Memorial of an Annuity, under the 17th Geo. 3. C. 26.

rollment (a) of an annuity, to be registered pursuant to the statute of the seventeenth year of his present majesty's reign, intitled " An aft for registering the grants of life annuities, and for the better protection of infants against such grants.

| EM | ORIA | of a certain | n indentune | of three | parts, m | ade the |
|-----|---------|--------------|-------------|----------|----------|---------|
| 1 - | - day o | f in | the present | year of | our Lord | 1791, |
| | | in the | | | | |
| | | , in the | | | | |
| •• | • | • | • | | • • • | (and |

By an aft of the 15th year of the reign of his present majely, ... 26. inti-An act for registering the grants of life-annuities, and for the better thion of infants against grants," It is enacted, that a memorial of every

(and which said E. F. is a trustee therein nominated and appointed on the part and behalf of the said C. D.) of the third part, whereby it was witnessed, that in consideration of the sum of hundred pounds of lawful money of Great Britain, by the said C. D. to the said

deed, bond, instrument, or other assurance, whereby any annuity or rest charge shall, from and after the passing of the said act, be granted for one or more like or lives, or for any term of years, or greater estate, determinable on one or more life or lives, shall within twenty days of the execution of such deed, bond, instrument, or other assurance, be inrolled in the high court of chancery, and that every such memorial shall contain the day of the month and the year, when the deed, bond, instrument, or other assurance bears date, and the sames of all the parties, and for whom any of them are trustees, and of all the winnesses, and shall set forth the annual sum or sums to be paid, and the name of the person or persons for whose life or lives the annuity is granted, and the consideration or considerations of granting the same, otherwise every such deed, bond, instrument, or other assurance, shall be null and void to all intents and purposes.

And also that before any judgment shall be entered of record upon any warrant of attorney, for recovering or securing the payment of any annuity or rest charge, that hath already been granted for one or more life or lives, or for any term of years, or greater estate determinable upon one or more life or lives, and before any execution shall be such out, or action brought on any deed, bond, instrument, or other assurance, shall be involled in the high court of chancery, and in case the party shall neglect to invol the same, any such judgment, execution, or proceeding in the actions respectively, shall be null and void.

And also that in every deed, infirument, or other affurance, whereby any and apirty or rept-charge shall be granted, or attempted to be granted, the consideration, really and bona fide (which shall be in money only) and also the passes names of the person or persons by whom, or on whose behalf the said consideration, or any part thereof shall be advanced, shall be fully and truly set forth and described in words at length, and in case the sum shall not be fully and truly fet forth and described, every such deed, instrument, or other assurance, shall be

null and void to all intents and purposes.

And also that if any part of the consideration shall be returned to the person advancing the same, or in case the consideration, or any part of it, is paid in nota, if any of the notes, with the privity and consent of the person advancing the same, shall not be paid when due, or shall be cancelled or destroyed without being sirst paid, or if the consideration, or any part of it is paid in goods, or if my part of the consideration is retained on pretence of answering the suture payments of the annuity, or any other pretence; in all and every of the above cases, it said and may be lawful for the person by whom the annuity or rent-charge is made payable, to apply to the court in which any action is brought for payment of the annuity, on judgment entered, by motion to stay proceedings on the judgment or action, and if it shall appear to the court that such practices as aforesaid, of any of them have been used, it shall and may be lawful for the court to order the deed, bond, instrument, or other affurance to be cancelled, and the judgment if any has been entered, to be vacated.

And also that a particular roll shall be provided and kept by the clerks of the incomments in chancery, or their deputy, on which such memorials shall be estered, and that every such memorial shall be inrolled in order of time as the small she brought to the office; And the clerks of the inrolment, or their deputy, shall specify upon the roll, the certain day, hour, and time on which such momerial is brought to the office; and shall grant a certificate of the inrolment there when required, and there shall be paid for the inrolment of every such memorial, the sum of one shilling, and no more, in case the same do not exceed two hadded words; but if such memorial shall exceed two hundred words, then sate the

B. in hand paid, at or immediately before the sealing and delivery 106, the said A. B. did give, grant, and consirm unto the said D. his executors, administrators and assigns, for and during the n of the natural life of the faid A. B. one clear annuity, yearly tcharge, or annual sum of one hundred pounds of lawful money of but Britain, to be issuing, going, and payable, had, received and so, by and out of and from, and charged and chargeable upon the ral lands, tenements and hereditaments therein particularly mentiand described, with the usual powers of distress and entry; And which said indenture, it was further witnessed, that the said A. B. suffideration of 3ss did grant, bargain, sell and demise the said hetiments therein mentioned and described, and hereby referred to the faid E. F. to hold the fame unto the faid E. F. his executors, fullrators and affigns, from the day next before the day of the date tame indenture, for a term of 99 years from thence next enfuing, traft for better securing the due and punctual payment of the said ity, in manner as in the faid indenture is mentioned; And also of sain bond or writing obligatory under the hand and feal of the faid L bearing even date with the above mentioned indenture, whereby **Taid** A, B, became bound to the faid C, D, in the fum of a condition thereunder written for making the same void if the A.B. should yearly, during the term of his natural life, well and pay unto the faid C. D. his executors, administrators and assigns, mounty or yearly sum of ______. at the days and times, and in trand form as therein mentioned, being the same annuity as in the indenture and herein before is mentioned; And also of a certain pollor warrant of attorney under the hand and feal of the faid A. id bearing even date with the abovementioned indenture and bond direly, , whereby the faid A. B. did defire and authorife G. H. I. K. attornies of his majesty's court of king's bench, or any other by of the same court, to confess a judgment in the said court of sbench against him the said A. B. in an action of debt on the above ened bond; And also of a judgment which was duly signed on - in this present year 1791, against him the - day of ---A. B. at the fuit of the faid C. D. in his majesty's court of king's , for --- 1. of debt on the above mentioned bond, and for 63 s. by virtue and in purfuance of the above mentioned deed poll or int of attorney; and which judgment was accordingly entered upon 4, as of - term in the 31st year of his present majesty; And devery of which faid above mentioned indenture, bond, and warof attorney, were each of them respectively executed in the presence L of ___ in the parish of ___ in the city of London, and W. the parish of - aforesaid, in the said city of London, who the subscribing witnesses thereto; And the said sum of ---!. Le-

the and proportions of fixpence for every one hundred words, and the like fevery certificate and copy given, and the fee of one shilling for every in the office, and no more.

ing the confideration money for the absolute purchase of the said and ty, was duly paid to the said A. B. by the said C. D. in the present of the said R. L. and G. H. in money and notes of the bank England, at or immediately before the execution of the above mention bond and warrant of attorney.

J. J.

S E C T. 1.

Of Wortgages.

du dikyan's Rep. 520. 447. 2 Alkyns's 2. 53. 107. 331. 435. (A) Mortgage what.

Mortgage is a pawn or conveyance, for fecuring the payment of money borrowed and interest, of all one's right or title in lands, poods, on condition to be void on payment of the principal and intest the day appointed.

He who mortgages or pawns is called the mortgager or pawnor, and to whom the mortgage or pawn is made is called the mortgagee or

wree, or tenant in mortgage.

The word Mortgage is derived of two French words, mort, i. e. watum, and gage, i. e. wadium, or pignus. And is called in Latin,

rium vadium, or mortgagium. Co. Lit. 205. a.

A mortgage is so ealled for two reasons, the sirst (according to Lit. § 12.) is because it is doubtful whether the seosfor will pay the mortgagemey at the day limited, and if he does not pay, then the land pledgupon condition is taken from him for ever, (Note, Littleton cannot
remean that the mortgages shall have a greater estate in the land than the
regagor had, but that he shall have the like, whether in see, for life or
it) and so dead to him upon condition, Sc. And if he pays the
mey, then the pledge is dead as to the tenant, Sc.

And the second reason it is so called, is to distinguish it from that thich is called vivum vadium. Vivum autem dicitur vadium, quia majum moritur ex aliqua parte, quod ex suis proventibus acquiratur. It is a man borrows 100 s. of another, and makes an estate of land to muntil he has received the said sum of the issues and profits of the mod, so that as in this case neither money nor land dies, or is lost, and

erefore is called vieum vadium. Co. Lit. 205.

All pledges of land are commonly called mortgages, though improtely, as appears by what is said before; for pledges of land are either waltum, or marcham waltum. In the first case the pawnee is let into the receipts and profits of the

estate till the money is paid.

And in the latter case, which is more common, the mortgagor hold the lands; and if failure of payment be made, and the mortgagee enter into the lands, yet the mortgagor has an equity of redemption in the court of chancery, and may call the mortgagee to an account for the profits.

But when the mortgagor holds the lands, and the money is not pai at the day, he may bring his bill to foreclose the equity of redemp-

tion.

See Of Conditions in Deeds before, &c.

A mortgage is the same thing as the bypotheca of the civilians, as may be defined a pledging of lands or other immoveable thing fa money lent in such manner that the profit or usufrudus of the this pledged remains with the debtor till fuch time as default is made in page ment of the money at the time appointed. Abr. Ca. Eq. 310, 311.

A mortgage is but a revocation pro tanto. 2 Ld. Raym. 968.

(B) How a Mortgage is made. See 2 Burr. Rep. 941.

T is usually made by a leafe for a long term of years, by leafe a release, by assignment, bargain or bill of sale, &c. of which fail variety of forms refered to in the index.

A mortgage may be made without a covenant or bond for payment

the money. Will. 270.

(C) What shall be a good Mortgage.

F A. agrees for a valuable confideration to convey lands to J. S. at afterwards makes a mortgage for a valuable confideration and with out notice, the mortgagee shall hold his mortgage against the intended purchaser. Will. 277.

Where a first mortgagee is a witness to a second mortgage, though there is no actual proof of his knowing the contents thereof, yet find the prefumption is that he might have known the fame, this shall post pone him. Will. 394.

It is a general rule in chancery, that once a mortgage and always

mortgage.

(D) Of usurious Mortgages. See 2 Burr, Rep. 716. 2. Ath. Rep. 392.

Azardons bargains are not always fet alide in a court of equity, f I for they may be fair; and it is only upon the circumstances of imd, or being extremely unreasonable, that they can be overthrown. But bargains of this kind will be affisted in equity, though there are not Sphrient grounds to set them quite aside. Vide Vern. 271. 2 Chan.

Ca. 136, 137. 2 Vern. 15.

And regularly the party who comes to be relieved must restore the mosey paid, &c. according to that maxim in equity, He who would have equity must do equity. A person intitled to an estate after the death aftwo old lives, took 330 l. to pay 700 l. when the lives should die, and the estate fell, and mortgaged the estates by way of security; nelief was had against this bargain, though both the lives died within wo years. And the Lord Keeper faid, Suppose these lives had lived ener to long, could the other party have relief in equity? No; there no precedent for it. 1 Vern. Rep. 141, 142.

P. being possessed of a reversionary term for thirty six years, to commence in the year 1700, of the value of about 200 l. per annum when the effate should fall, in the year 1683, borrowed of D, 200 l. as a semity for which P, assigned his term to D. defeafanced to be void on syment of 401. per ann. for eight years. P. brought his bill to retem, paying principal, interest and costs; and the defendant insisted hthe benefit of his bargain, having lent his money on such a remote pression. The court decreed a redemption on payment of the 200 l. with simple interest at 61. per cent. because the security is as usurious ad against conscience. 2 Vern. 402.

(E) What shall be taken as a new Mortgage.

A Noild mortgage assigned to another ought to be taken as a new I mortgage, but no affignee of a mortgage shall be in a better conbion than the mortgagee, unless the mortgagor comes into the assignnent, 3 Ch. Rep. 79. Chan. Ca. 218. A second mortgage of lands has been decreed where a former was M and defective; the land being still chargeable with the debt in equi-Rep. Time Finch 29. 2 Vern. 554.

(F) What shall affect a second Morigage, or not.

T has been held that if a prior mortgagee conceals and denies his mortgage to a fecond mortgagee before he lends the money, the thate in equity shall stand charged in the first place for the second mort-

lagee's debt. Rep. Time Finch 29. 2 Vern. 554.

Where the first mortgagee is a witness to the second mortgage; though it does not appear that he actually knew the contents of the fefond mortgage; yet lince the presumption is that he might have known the same, this shall give a preference to the second mortgage. a Will. 394. Vol. V.

If a man lends money on a morigage, and the scrivener who was in trusted to draw the mortgage deed had notice of a prior moregage.

notice shall affect the second mortgagee. 2 Vern. 574.

A mortgaged a great part of his estate for 50 L and afterwards a came a lunatick, and his committee transferred this mortgage and out 400 L more upon it; and Lord Chancellor declared the enough should stand as a security for the 50 L only! Verm. 2621

(G) Of buying in old Incumbrances to protest Mortgages.

HERE was first, second and third morrgagees, who had lent their money without notice; the third morrgage, hear of the two former securities, buys in the first incumbrance, wie, a jument that was fatisfied, and he was allowed the benefit of it to the his own security, though it was strongly infisted to be against continuant contrary to equity. This point was settled in the case of the and Lee, wherein the court decreed that a mortgage may proved mortgage by getting in an old incumbrance, though nothing to the left. Vern. Rep. 187, 188; Chan. Ca. 162. 2 Vent. 387.

A mortgagee buying in a precedent fecurity of the lands continued his mortgage, and other lands, shall hold against a middle mortgage of those lands till all due on both securities be paid and suits

Chan. Ca. 201, 202.

But when only part of the lands are mortgaged to the first, and whole to the second, and after to the third, if the third mortgages in the first title, it shall protect only that part which is first in mortgage.

2 Vent. 339.

So a purchasor or mortgagee coming in upon a valuable consideration without notice, and then purchasing in a precedent incumbrance, protect his estate against any person that has a mortgage subsequence the first, though before the last mortgage; and though he purchase the incumbrance after notice of a second mortgage. 2 Vent. 339:

In these cases a bill may be brought to compel the middle month to redeem, or be foreclased if he does not pay off both securities.

If a man lends 600 l. on a mortgage, and afterwards diffeovering the estate is pre-mortgaged to J. S. he gets in an old satisfied incomparate, and brings his bill against J. S. to redeem or be forecled he needs not prove the actual payment of any money for such precede incumbrance, the having the deed or an acquittance being sufficient, whough it is objected that J. S. is equally a purchasor with him.

Vern. 270.

If a prior mortgage or flatute be brought in, pending a bill but by A. against the mortgagor, and B. who buys in such precedent tute or mortgage to foreclose, the this purchase be pendente lite, you will protect B. he being at liberty to do what he can for his own became

2 Vern. 29. See Mod. Ca. in Law and Eq. 153.

But where A. made a mortgage to B. and afterwards a commission bankruptcy was taken out against him, and the commissioners made afternoon.

affigument of the estates, and then C. lent the bankrupt 2000 l. on a fecond mortgage having no notice of the first, though he afterwards got in the first mortgage; yet it was held by two lords commissioners against one, that this prior mortgage should not protect the mortgage subsequent to the bankruptcy, for every one is bound to take notice of a commission of bankruptcy. 2 Vern. 157. 160.

And though a purchasor or mortgagee may buy in an incumbrance, or lay hold on any plank to protect himself; yet he shall not protect himself by the taking a conveyance from a trustee after he had notice of the trust, for by taking such conveyance he becomes the trustee him-

M. 1 Vern. 271.

Third mortgagee buying the first should be prior to the second.

(H) In what Order Mortgages, Judgments, &c. are to be paid.

Origages have been decreed to be paid to creditors before judgments and recognizances, &c. but on appeal to the lords, it is adjudged that mortgages should not be preferred to other real inminances; but mortgages, judgments, statutes, &c. should take acc and be paid according to priority. 2 Vern. 525.

If lands are devised in trust to pay mortgages in the first place, and in legacies, and the trustee is made executor who mortgages the lands pay other debts, the last mortgage shall be paid before the legacies.

(1) How Mortgagee must be satisfied where the Premisses fall short.

Daintiff lent a sum of money on the mortgage of some houses, and had a bond for payment of the money; afterwards he lent a surfum on the equity of redemption, and had a bond for that likewise; arrands the mortgagor became a bankrapt, and by some accident the see of the houses sunk so much that they were not sufficient to see the money first lent: A bill was brought to have them sold, and a as to so much as they fall short to answer the first mortgage money, a mortgage might come in upon his bond as a creditor; whereupon was so decreed; and as to the other sum lent upon the equity, which as worth nothing, it must stand singly upon the bond. Abr. Ca. Eq.

(K) Where Mertgage Money is presumed to be fatisfied.

Ortgage money shall be presumed to be satisfied on a sleeping mortgage where the lands go into other hands by purchase, and notice is given of the mortgage, &c. and the deed of mortgage shall be delivered up and cancelled. Also relief has been given in equipains an old mortgage where no demand was made upon it in 40 hans, and the mortgager decreed to hold the lands and a vacat to be shorted on the involument of the mortgage. Chan. Rep. 105, 106.

(L) To whom Mortgage Money shall be paid on Death of Mortgages, and to whom Mortgages shall descend.

LL mortgages ought to be looked on as part of the personal electric, and on the death of the mortgage the money shall be paid to the executor, (because the mortgage money came first out of the personal estate, and therefore should return thither again) except the mortgages in his life-time or by his last will do otherwise declare and dispose of the same. Chan. Ca. 286. See Max. Eq. 21, 22. Abr. Ca. Eq. 326, 327.

A forfeited mortgage in fee has been decreed to be personal estate, and to belong to the executor and not to the heir. Chan. Rep. 283.

Vern. 412.

But where a mortgage in fee was devifed to daughters and their being &c. the court held, that although it was a mortgage as between the mortgagor and mortgagee, yet the testator's intent was, that it should pass to his daughters as a real estate to them and their heirs, and not as a personal estate, and so decreed it to descend. Vern. 582, 583.

So where a mortgagee in fee entered for a forfeiture, and after many years enjoyment fold the land to J. S. and his heirs; per cur. the estate shall not be looked on to be a mortgage in the hands of J. S. the make it part of his personal estate, but shall be for the benefit of the heir. Vern. Rep. 271.

(M) What shall be accounted Principal, and what Interest, and who shall carry Interest, and what the Mortgagee is accountable for.

Mortgagee had affigned his mortgage, and the question was, what was really due to the mortgagee when he made his affigment, for principal and interest, and paid him by the affignee, should taken as principal, or so much only as the mortgagee first lent; which it was decreed, that all money actually paid by the affignee who was due to the mortgagee, should be principal from the time of the signment, but the account between the mortgagee and assignee was not conclude the mortgagor. Chan. Ca. 67, 68.

Where a mortgagor figns an account, whereby so much is admitted to be due for interest, this will not carry interest, unless the mortgagor by some letter or writing under his hand agrees to make it principal.

Will. 653.

Equity apportions interest due upon a mortgage. 2 Will. 176.

If a mortgage be twenty years old, it is generally said, that the mortgage shall have no interest on interest in equity; but in the case Howard and Harris, the 1 ord Keeper was of opinion, and according decreed, that as to so much interest as was reserved in the deed of mortgage.

age being 60% a year payable for 1000% principal money, that should be accounted principal and carry interest, because it being ascertained by the deed, action of debt would lie for it, and therefore there sught to be damages for non-payment. Vern. 194, 195.

It is a rule that a mortgagee of a mortgage forfeited shall have interest for his interest, and shall be only accountable for what profits he has succived, and not for what he might have received except there were sand; and it was always the rule that the mortgagee assigning, the Egnee shall have interest for the interest then due. Chan. Ca. 258.

J. S. mortgaged his estate to the plaintist and died, leaving defen-bat.his daughter and heir, who was an infant, and had nothing to fubto on but the rents of the mortgaged estate, and the interest being suftred to run in arrear, the plaintiff threatened to enter on the estate unless his interest might be made principal; upon which the defendant's nother with the privity of her nearest relations stated the account, and the defendant herfelf (who was then near of age) figued it; and the account being admitted to be fair, it was held, though regularly interest said not carry interest, yet that in some cases and upon some circumpaces it would be injustice if interest should not be made principal, and e rather in this case, because it was for the infant's benefit, who withat this agreement would have been destitute of sublistence. Abr. Ca. y. 287.

But if a mortgage be forfeited, and the mortgagee refuses to receive s money due from the mortgagor on tender, he shall lose his interest

um the time of the tender. Chan. Ca. 29.

(N) Who may redeem Mostgages.

PY flat. 4 & 5 W. & M. c. 16. §. 4 it is enacted, That if D it so happen there be more than one mortgage at the same time by py person or persons, to any person or persons, of the same lands and ements, the several late or under mortgagees, his, her, or their bis, executors, administrators or affigus, shall have power to redeem by former mortgage or mortgages upon payment of the principal debt, kerest, and colls of suit to the prior mortgagee or martgagees, his, her, their heirs, executors, administrators or assigns; any thing therein parained to the contrary thereof in any wife notwithstanding.

A bill was exhibited by the creditors of a mortgagor to have the efface old for the payment of their debts, pending which fuit the mortgagee brained a decree to foreclose the mortgagor of the equity of redemption: Decreed that the creditor should redeem upon payment of the principal,

interest and costs to the mortgagee. 8, 9 Mod. 153.

A second mortgagee may redeem a first mortgage; also creditors on dgments, &c. have been decreed to redeem mortgages towards fatisaction of their debts. 2 Ch. Rep. 396.

One who comes in by a voluntary conveyance may redeem a mort-

nge. Vara. 193:

Admitted

Admitted he who comes to redeem a mortgage must shew a title.

If a man enters into a bond in which he binds himself and his heir, and dies, leaving a real estate to descend to his heir, subject to a mortgage for years, and the heir sells the equity of redemption, the obliger cannot redeem the mortgage without first having a judgment at laws Abr. Ca. Eq. 315.

A. gives a bond to his intended wife to leave her 1000 L if the far vive him; the marriage was had, and A. died, leaving a freehold at copyhold estate in mortgage; and it was held, that the wife should redeem both estates, and hold over till she was satisfied. 2 Vern. 480.

(1) Of what a Bill in Equity may or may not be to redeen.

Bill in equity will not lie to redeem a mortgage of chambers the inns of court, but the plaintiff must apply to the bench or the judges of the society; fecus if on application to the bench they refer the plaintiff to his remedy in equity. Will. 511.

(P) Where one of two Things mortgaged, or Mortgage or Bond came be redeemed without the other.

If A, mortgages his tenement for 200 l, to B, and afterwards most gages his manor of C, to B, likewise for 300 l. The first most gage being deficient in point of value, it was held, that if A, will a deem one, he must both. 2 Vern. 286.

Where there is a debt secured by mortgage, and likewise a bed debt, the mortgagor or his heir shall not be admitted to redeem to mortgage without paying the bond debt too, if the heir be bound. Chan. Rep. 23. Vern. 244. 2 Vern. 177. Abr. Ca. Eq. 31. But see 2 Stra. 1107. Andr. 341.

And if a man makes two mortgages of several lands, and dies, and one of the mortgages is of an intailed estate, or deficient in value, their of the mortgagor shall not redeem one without redeeming the other 2 Vern. Rep. 207.

(Q) Where a new Term is subject to the old Redemption.

NE possessed of a renewable term mortgages it to J. S. who gain a new term from the original landlord, to commence after the old one; this new term shall be subject to the old equity of redemption Will. 511.

(R) What

(R) What a Mortgagor, &c. is hable to pay on Redemption.

If a man has a debt owing to him hy mortgage, and another by bond from the same person, he cannot tack them together against the sartgage, but he shall be let into a redemption on payment of the metgage only; but the heir in such a case shall not be let into a redemption without paying both, because the land in his hands is charge-blewith the bond even at law; and since the statute against fraudulent series, the device of the equity of redemption is in the same case with beheir, and cannot redeem without payment of both, because the statute makes such devise void as against creditors, and then the devise sands in the same place as the heir must have done if no devise had been made; but before that statute such devisee would not be liable to the

ond debt. Abr. Ca. Ab. 325.

Sira. 1107. Andr. 341.

4. mortgaged his estate to B. and then religned the equity of reemption to C. afterwards D. obtained a judgment against A. and B. be mortgagee assigns to D. his mortgage, and then C. tenders the very due to D, who had notice of the affigument of the equity of reaption upon his first purchasing in his first mortgage: It was resolved nt C. should redeem, paying only the money due on the mortgage, nd not what was due on the judgment, because the equity of redempm was never bound by the judgment, for the judgment was not consed to as to become a real lien upon the estate at the time when this uity was affigned, and therefore the judgment could never charge or lect it; and consequently C. purchased an estate not bound by the idement, and by confequence the judgment-creditor by purchasing in prior mortgage could never defeat the interest of C. It was also dered, that if a person who had a first mortgage should, without the pleat of the mortgagor, purchase in a subsequent judgment, that a the mortgagee or affignee of the equity of redemption should not be liged to pay the money due on both securities in order to redeem, paule fuch transactions of the mortgagee was only to load the estate bout the confent of the owner when he had no prospect of bettering sown security. Abr. Ca. Eq. 326. Proceedings on a mortgage may be staid without payment of a bond.

(S) In what Time Redemption must be made.

O clause can confine the equity of redemption of a mortgage to the life-time of the mortgagor, or to him and the heirs male, or the heirs only of his body. Will, 269.

The plaintiff's grandfather in 1686, mortgaged the estate in question, wont to l. per ann. for securing 1001. in 1696; this mortgage was

amgneo

assigned to desendant, who was let into possession, and continued sever since, and is now about ninety years old: the mortgagor disseveral years since, leaving the plaintiff's father his eldest son of full age who likewise died in 1714, leaving the plaintiff his son and heir the about twelve years of age, who brought his bill for a redemption, he was dismissed: and the Lord Chancellor ordered it to be entered down as one of the reasons for dismissing the bill, that the plaintiff had now medy by ejectment at law to recover the possession, being barred by the statute of limitations, and he thought that a reasonable ground for the court to follow as to the redemption in equity Abr. Ca. Eq. 315.

But see the first of Will, Rep. 271. where if a mortgage was more ever so many years since, yet if the mortgagor, and those claiming a der him, had continued to pay interest, the length of time was in case no objection to the right of redemption. See Abr. Ba. 313, 38

317.

No agreement in a mortgage can make it irredeemable in equity,

after the death of the mortgagor, &c

And where a mortgage was made redeemable during the mortgage life only, the Lord Chancelor decreed that the heir should redeem.

Chan. Rep. 127. Vern. Rep. 7, 8 190.

In Psarson's case the Lord Keeper said, he would have a rule to mit to what time a mortgage should be redeemable; and he concest twenty years to be a fit time, in imitation of the statute of himitation real actions. Chan 'Ca. 102.

But a mortgagor was allowed to redeem a mortgage after fifty reached length of time being excused by infancy, coverture, an account and up thirty years before, &c. Though this has been denied a like case by reason of the difficulty of the account and great length time. 2 Vern. 377, 418.

A mortgagor had liberty to redeem before the day of payment limit in the deed of mortgage, where the land was conveyed to mortgagee conditionally at so much rent, and the increasing rent ceeded the interest of the money; and although the equity of redet tion of lands mortgaged was foreclosed by decree signed and intelligent and a purchase made upon it, yet another person was permitted to deem on the extraordinary circumstances of the case. Vers. It Rep. Time Finch 406. 409.

(T) Where a Mortgagor concealing a former Incumbrance shall loft Equity of Redemption.

Py Mat. 4 & S. W. & M. c. 16. intituled, An all to present frauds by claudestine mortgages; it is recited, (§. 1) That when great frauds and deceits are too often practifed by necessitious and eldisposed persons, in borrowing of money, and giving judgments, success and recognizances privately for securing the repayment of the semoney; and the same persons do afterwards borrow money upon securing the secur

tity of their lands of other persons, and do not acquaint the latter lender kreof with the same, whereby such late lender is very often in danger lose his whole money, or forced to pay off the debts secured by the indgments, statutes and recognizances, before they can have any ment of the faid mortgages: And whereas divers persons do many Sucs mortgage their lands more than once, without giving notice of heir first mortgage, whereby lenders of money upon second or after tortgages do often lose their money, and are put to great charges in its and otherwise. And

(§. 2.) For remedy whereof, and preventing the same as much as may for the future, it is enacted, That if any person from and after the the day of May 1693, shall borrow any money, or for any other valuthe confideration for the payment thereof voluntarily give, acknowage, permit or fuffer to be entered against him or them, one or more Edgment or judgments, statute or statutes, recognizance or recognimces, to any person or persons, creditor or creditors; and if the said prower or borrowers, debtor or debtors, shall afterwards take up or become any other fum or fums of money of any other person or persons, for other valuable confiderations become indebted to fuch person or ersons, and for securing the repayment and discharge thereof, shall ortgage his, her or their lands and tenements, or any part thereof, to te faid second or other lender or lenders of the faid money, creditor t creditors, or to any other person or persons in trust for or to the use fluch second or other lender or lenders, creditor or creditors, and all not give notice to the said mortgagee or mortgagees of the said dement or judgments, statute or statutes, recognizance or recognisces in writing, under his, her or their hand or hands, before the becution of the faid mortgage or mortgages, unless such mortgagor or tortgagors, his, her or their heirs, upon notice to him, her or them been by the mortgagee or mortgagees of the faid lands and tenements, s, ber, or their heirs, executors, administrators or assigns, in writing ler his, her or their hands and feals, attested by two or more suffisat witnesses, of any such former judgment or judgments, statute or tutes, recognizance or recognizances, shall within six months pay off and discharge the said judgment or judgments, statute or statutes, rebenizance or recognizances, and all interest and charges due therepon, and cause or procure the same to be vacated or discharged by reford; that then the mortgagor or mortgagors of the faid lands and tesements, his, her or their heirs, executors, administrators or assigns, hall have no benefit or remedy against the said mortgagee or mortgagees, his, her or their heirs, executors, administrators or assigns, or my of them, in equity or elsewhere, for redemption of the said lands and tenements, or any part thereof, but the said mortgagee or mortgagees, his, her or their heirs, executors, administrators and assigns, sall and may hold and enjoy the faid lands and tenements for such seffate and term therein as were or was granted and settled to the said emortgagee or mortgagees, against the said mortgagor or mortgagors, and all person and persons lawfully claiming from, by or under him, her or them, freed from equity of redemption, and as fully to all inheats and purposes whatsoever as if the same had been purchased abso-Intely and without any power or liberty of redemption.

(§. 3.) And

(6. 3) And it is further enacted, That if any person or persons who . have or hath once mortgaged, or from and after the faid first day of May shall mortgage any lands or tenements to any person or person for fecurity of money lent, or otherwise accrued or become due, or free other valuable confiderations; and if the faid mortgagor or mortgagon shall again mortgage the same lands or tenements, or any part thereof to any other person or persons for valuable considerations, (the sa former mortgage being in force, and not discharged), and shall not dis cover to the faid fecond or other mortgagee or mortgagees, or some es one of them, the former mortgage or mortgages in writing under his a their hands, that then and in those cases also the said mortgagors mortgagors, his, her or their heirs, executors, administrators or signs, shall have no relief or equity of redemption against the said second or after morigagee or mortgagees, his, her or their heirs, executo administrators and assigns, upon the said after mortgage or mortgage but that such mortgagee or mortgagees, his, her or their heirs, exec tors, administrators and affigns, shall and may hold and enjoy for more than once mortgaged lands and tenements, for fuch estate a term therein as were or was granted and conveyed by the faid me gagor or mortgagors against him, her or them, his, her or their he executors or administrators respectively, freed from equity of redes tion, and as fully to all intents and purpoles as if the same had been absolute purchase, and without any other power or liberty of redem tion.

(§. 4.) See it under the bead of redeeming mortgages.

(6. 5.) Provided always, that nothing in this act contained shall confirmed, deemed or extended to bar any widow of any mortgages, lands or tenements from her dower and right in or to the faid land who did not legally join with her husband in such mortgage, or other wife lawfully bar or exclude her from such her dower or right.

(U) Where a Court at Law may relieve the Mortgagor (Ejeammi fithe Land, Actions on the Bonds for the Mortgage Money, Risk Foreclofure, &c. being brought) on payment of Principal, Intercha.

Y flat. 7. Geo. 2. c. 20. invituled, An all for the more easy redshift tion and foreclosure of mortgages, (§. 1.) it is reaited, That entered mortgagees frequently bring actions of ejectment for the recovery of lands and ellates to them mortgaged, and bring actions on bonds given by mortgagors to pay the money secured by such mortgages, and for performing the covenants therein contained, and likewise commence in his majesty's courts of equity to foreclose their mortgagors from the deeming their estates, and the courts of law where such ejectments abrought, have not power to compel such mortgages to accept the principal monies and interest due on such mortgages, and costs, or to state the mortgages from proceeding to judgment and execution in such mortgages from proceeding to judgment and execution in such mortgages, but such mortgagors must have recourse to a court of equit

for that purpole, in which case likewise the courts of equity do not give which until the hearing of the cause : And for remedy thereof, and to obte all objections relating to the same, it is enacted, That from and after first day of Easter term 1734, where any action shall be brought on my bond for payment of the money secured by such mortgage, or permance of the covenants therein contained; or where any ejectment well be brought in any of his majesty's courts of record at Westminster, Lin the court of great fessions in Wales, or in any of the superior ports in the counties palatine of Chefter, Lancaster of Durham, by any atgagee or mortgagees, his, her or their heirs, executors, adminintors or alligns, for the recovery of the possession of any mortgaged inds, tenements or hereditaments; and no fuit shall be then depending gay of his majesty's courts of equity, in that part of Great Britain ed England, for or touching the foreclosing or redeeming of such rigaged lands, tenements or hereditaments, and who shall appear become defendant or defendants in such action, shall at any time ding fuch action pay unto fuch mortgagee or mortgagees, or in cale his, her or their refusal, shall bring into court where such action He depending, all the principal monies and interest due on such rangage, and also all such costs as have been expended in any suit or erest and costs, to be ascertained and computed by the court where ch action is or shall be depending, or by the proper officer, by such burt to be appointed for that porpose), the monies to be paid to such errgagee or mortgagees, or brought into fuch court, shall be deemed taken to be in full satisfaction and discharge of such mortgage; and court shall and may discharge every such mortgagor or desendant of from the same accordingly; and shall and may by rule or rules of refame court compel such mortgagee or mortgagees, at the costs and parges of fuch mortgagor or mortgagors, to allign, furrender or reever fuch martgaged lands, tenements, or hereditaments, and fuch are and interest as such mortgagee or mortgagees have or hath therein, d deliver up all deeds, evidences and writings in his, her or their Hody, relating to the title of such mortgaged lands, tenements and reditaments, unto such mortgagor or mortgagors who shall have paid Prought such monies into the court, his, her, or their heirs, execus or administrators, or to such other person or persons, as he, she or I shall for that purpose nominate or appoint.

Equity will oblige the mortgagee to suffer the mortgagor to present to

Living, Stra. 403.

Where a Court of Equity may make a Decree on a Bill of Foreclafure before the Suit shall be brought to a regular Hearing.

ND by the said act (§. 2.) it is enacted, that from and after the first day of Easter Term 1734, where any bill or bills, suit or lists, shall be filed, commenced or brought in any of his majesty's courts of equity, in that part of Great Britain called England, by any person

person or persons having or claiming any estate, right or interest in any lands, tenements or hereditaments, under or by virtue of any mortgage or mortgages thereof, to compel the defendant or defendants in fac fuit or fuits having or claiming a right to redeem the fame, to pay the plaintiff or plaintiffs in such suit or suits the principal money and interest due on any fuch mortgage; or the principal money and interest due on fuch mortgage together with any fum or fums of money due on any in cumbrance or specialty charged or chargeable on the equity of reder tion thereof; and in default of payment thereof to foreclose such dest dant or defendants of his, her or their right or equity of redeem fuch mortgaged lands, tenements or hereditaments; fuch court courts of equity where such suit or suits shall be depending, upon plication made to such court by the defendant or defendants in fuit, having a right to redeem such mortgaged lands, tenements or I reditaments, and upon his or their admitting the right and title of t plaintiff or plaintiffs in fuch fuit, may and shall at any time or to before such suit or cause shall be brought to a hearing, make such or or decree therein as fuch court or courts might or could have therein in case such suit or cause had then been regularly brought hearing before such court or courts; and all parties to such suit or fee shall be bound by such order or decree so made, to all intents and p poles, as if fuch order or decree had been made by fuch court at Subsequent to the hearing of such cause or suit; any usage to the or trary thereof in any wife notwithflanding.

And by 6. 3. it is provided, That this act, or any thing herein contained, shall not extend to any case where the person or persons again whom the redemption is or shall be prayed, shall (by writing under like her or their hands, or the hand of his, her or their attorney, agent solicitor, to be delivered, before the money shall be brought into satisfact that the party praying a redemption has not a right to redeem, or that the party praying a redemption has not a right to redeem, or that the premisses are chargeable with other or different principal sums that what appear on the face of the mortgage, or shall be admitted on the other side, nor to any case where the right of redemption to the mortgaged lands and premisses in question in any cause or suit shall be controverted or questioned by or between different desendants in the same cause or suit; nor shall be any prejudice to any subsequent mortgages of mortgages, or subsequent incumbrancer; any thing in this act controverses.

tained to the contrary thereof in any wife notwithstanding.

Decree to foreclose tenant in tail shall bind his issue in an equity of redemption, because this is a right set up only in a court of equity, and

so may be here extinguished. Chan. Ca. 220.

Yet if there be an infant in the case, he ought not to be foreclosed without a day to shew cause after he comes of age; but the court may decree the lands to be fold to pay debts, and that will bind the infant. Vern. Rep. 295.

If an annuity be granted out of lands redeemable on payment of money, the grantor cannot be foreclosed of the land, but he may of the

redemption of the annuity. Vern. 209, 210.

(X) Of

(X) Of Reconveyance of Mortgage on Payment of the Money. See before the Stat. 7. Geo. 2. c. 20.

N a bill to compel a re-affignment of a mortgage from the 25th of September 1722, there having been then a tender made of 1000 l. mecipal and interest; it appeared that on the day before the 25th of erch 1722, the mortgagor gave personal notice in writing to the dendant the mortgagee, that he would tender the money and interest tween the hours of ten and twelve in the morning, at Lincoln's-Inn M, on the 25th of September 1722, which accordingly was done. twas objected, that Lincoln's-Inn Hall was not named in the proviso the mortgage deed as the place for the payment of the money, and barefore the tender must be to the person. By Lord Chancellor: The ney being lent in town, and after personal notice given for the payin thereof, and no objection made by the mortgagee to the place at the time of the notice, it would be very hard to make the mortgagor murel with this great fum of money where the mortgagee lived; but in acase it ought to appear that the mortgagor from that time always the money ready; whereas the contrary thereof being proved that be mortgagor was not ready to pay it, therefore the interest must run m, and decreed the defendant to re-assign. 2 Will. 378.

A deed was in nature of a mortgage, with covenant to re-convey on tying the money, which was tendered at the day and place, and refuse: The money without interest from the tender, and to re-convey he land, &c. was decreed; but that the plaintist ought to make oath the money was kept, and no profit made of it. 2 Chan. Ca 206. The statute of limitations is no bar to ejectment on a mortgage where

interest has been paid. Ld. Raym. 740.

PRECEDENTS OF

Mortgages.

A Mortgage of a Meffuage, &c. for a Term of Years.

HIS Indenture made the ——— day of — year of the reign of ----- and in the year of our Lord -Between A. B. of, Ec. of the one part, and C. D. of, Ec. of the other part, Witnesseth, that the said A. B. for and in consideration of the fum of _____ of lawful money of Great Britain, to him is hand paid by the said C. D. at and before the fealing and delivery of these preferes, the receipt whereof he the faid A. B. doth hereby acknowledge, Hath granted, bargained and fold, and by these presents Det grant, bargain and fell unto the faid C. D. his executors, administrators and alligns, All that melluage, &c. [Here describe the premisses of ter the manner before described in leases.] And also the reversion and reversions, remainder and remainders, rents, issues and profits of all all and fingular the faid premiffes, and of every part and parcel thereof, with the appurtenances; To have and to hold the said messuage, Ge. and premisses above mentioned, and every part and parcel thereof, with the appurtenances, unto the faid C. D. his executors, administrators and assigns, from the day before the day of the date of these presents, for and during, and unto the full end and term of five hundred years from thence next enfuing and fully to be compleat and ended; Tulding and paying therefore yearly during the faid term, at or upon the feat-- one pepper-corn, if demanded: Provided, and the presents are upon this condition, and it is the true intent and meaning hereof, and of the said parties hereunto, that is the said A. B. his heirs or assigns, do and shall well and truly pay, or cause to be paid, unto the faid C. D. his executors, administrators or affigns, the full fam - of lawful money of Great Britain, with legal interest for the fame, on or before the ---- day of ---- next enfuing the day of the date hereof, without any deduction, defalcation or abatement whatfoever, for, or by reason of any taxes, assessments or impositions whatsoever, either ordinary or extraordinary, already imposed or hereafter to be imposed on the said premisses, or any part thereof, that then and from thenceforth these presents, and every matter and thing herein contained, shall cease, determine, and be utterly null and void to all intents and purpofes; any thing herein contained to the contrary thereof in any

Habendum for years.

Proviso for making the fame void on payment of,

wife notwithstanding. And the said A. B. for himself, his heirs, ex- Covenant to ecutors and administrators, doth covenant, promise, grant and agree, pay the money. to and with the faid C. D. his executors, administrators and assigns, that he the faid A. B. his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said C. D his executors, administrators or alligus, the said sum of, &c. with legal interest for the same, on or before the said ----- day of without any deduction, as aforefaid, according to the true intent and meaning of these presents; And also that he the said G. D. his execu-The mortgagee sees, administrators and assigns, shall and may at all times after default may hold after shall be made in payment of the said sum of, &c. and interest, or any default in paypart thereof, at the time herein before limited for payment thereof, ment. peaceably and quietly have, hold, occupy, possess and enjoy all and singular the faid meffuage, &c. and other the premisses above granted, hargamed and fold, or mentioned or intended to to be, with the appurtenences, as aforefaid, for and during all the rest, residue and remainder of the said term of five hundred years, which shall be then to tome and unexpired, without the let, fuit, hindrance, molestation, in-Arraption or eviction of him the faid A B. his heirs and affigos, or of any other person or persons whatsoever, lawfully claiming or to claim by, from, or under him, them or any of them : And further, that he the For further afsid A. B. and his heirs, and all and every other person and persons surance. hering or lawfully claiming any right, title or interest, in or to the said temisses, or any part or parcel thereof, by, from, or under him or them, thall and will, after default shall be made in payment of the said for of, &c. and interest, or any part thereof, as aforesaid, make, do and execute, or cause or procure to be made, done and executed, all modevery such further and other lawful and reasonable act and acts, thing and things, affurance and affurances, devife and devifes, in the hew what loever, for the further, better and more perfect granting and effering of all and fingular the faid premisses, with the appurtenances shove bargained and fold, or mentioned or intended fo to be, unto the **field C. D.** his executors, administrators and affigure, for and during all the rest, residue and remainder of the said term of five hundred gears above granted, as by the said C. D. his executors, administrators profiens, or his or their counsel learned in the law, shall be reasonably showifed, advised or required. And lastly, it is covenanted, granted, That mort-senceluded and agreed upon, by and between the said parties to these gagor may stelents, and the true intent and meaning hereos is, and it is hereby hold till default declared so to be, that until default shall be made in payment of the said is made in payfam of, &c. and interest, or any part thereof, as aforesaid, it shall and ment. may be lawful to and for the faid A. B. his heirs and affigns, to have, shold and enjoy all and fingular the faid premisses, with the appurtenanses above bargained and fold, in manner aforefaid, and receive and take the rents, issues and profits thereof, to his and their own proper use and benefit; any thing herein contained to the contrary thereof in May wife notwithflunding. In witness, &c.

Sealed, &c.

Note; It is proper to inderse on the back of the above deed a receipt for the money lent,

A Mortgage

A Mortgage in Fix for securing a Debt on a Bond, by Lease and Release.

Lease for a Year. See Release.

HIS Indenture, made, Gc. Between A. B. of, Gc. of the one part, and C. D. of, &c. of the other part; Whereas the faid A. B. by his bond or obligation duly executed, bearing date the --- day of --- in the --- year of the reign of --- and in the year of our Lord - stands bound to the said C. D. his executors, administrators and assigns, in the penal sum of ---- of lawful money of Great Britain, with a condition thereunder written, for the payment of the fum ofof like lawful money, with legal interest for the same, on or before the - day of ---next enfuing the date of these presents, as by the said bond and condition may more fully appear: Now this Indenture with fith, that the faid A B. in confideration of the faid debt or fum of owing to the faid C. D. as aforefaid, and for the better fecuring the payment thereof, with interest to the said C. D. his executors, administrators or assigns, according to the condition of the said bond; and also in consideration of the further sum of five shillings to him the said A. B. by the said C. D. in hand well and truly paid, at or immediately before the scaling and delivery of these presents, the receipt wherest the faid A. B. doth hereby acknowledge, Hath granted, bargained, fold, aliened, released and confirmed, and by these presents Doth grant, bargain, sell, alien, release and confirm unto the said G. D. (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the said A. B. for five shillings consideration, by indenture bearing date the day before the day of the date of these presents, so one whole year, commencing from the day next before the day of the date of the faid last mentioned indenture of bargain and fale, and by force of the flatute made for transferring of uses into poffession) and has heirs and assigns, All that messuage, tenement or farm-house, simate, lying and being in ---- in the county of ----, as also three closes, pieces or parcels of ground thereunto adjoining, respectively called or known by the names of, &c. together with all gardens, stables, yards, backsides, ways, paths, passages, houses, out-houses, cottages, hereditements and appurtenances whatfoever, to the faid meffuage, tenement & farm-house, and pieces or parcels of ground belonging or in any wife appertaining, or with them or any of them held, used, occupied, possessed or enjoyed, or accepted, reputed, deemed, taken or known as part, parcel or member of them or any of them; and the reversion and reversions, remainder and remainders, yearly and other tents, iffues and profits of all and fingular the faid premiffes hereby granted and released or intended so to be, and every part and parcel thereof; And also all the Estate, right, title, interest, claim, challenge and demand whatsoeres, both at law and in equity, and in possession, remainder, expectancy of otherwise howsoever, of him the said A. B. in, to or out of the same or any part or parcel thereof; and all deeds, evidences and writings touching!

touching or concerning the faid premisses above mentioned, or any part thereof, To bave and to bold the said messuage, tenement or farm-house, closes, pieces or parcels of ground, and all and singular other the premisses hereby granted, released and confirmed, or mentioned or intended so to be, and every part and parcel thereof, with the appurtenances, unto the said C. D. his heirs and assigns, to the only proper use and behoof of the faid C. D. his heirs and affigns for ever, and to and for no other use, intent or purpose whatsoever. Provided always neverthelefs, and it is the true intent and meaning of these presents, and of the Lid parties hereunto, that if the faid A. B. his heirs or assigns, do and shall well and truly pay, or cause to be paid unto the said C. D. his executors, administrators or assigns, the said full sum of, &c. of lawful money of Great Britain, with legal interest for the same, on or before, &c. next enfuing the day of the date of these presents, according to the condition of the above in part recited bond or obligation, without any deduction, defalcation or abatement whatfoever, for or by reason or means of any manner of taxes, rates, duties, affessments, impositions or charges whatfoever, parliamentary or otherwife, laid, rated, affeffed or imposed, or to be laid, rated, affessed or imposed upon the said mesfuages, farm-stands, hereditaments and premisses, or any part or parts thereof, or upon the tenants or occupiers thereof, or upon the fum of -- l. fecured by the faid bond, or upon the faid A. B. his executors, administrators or assigns, or any of them, for or in respect thereof, by authority of parliament, or otherwise howsoever; then and from thenceforth these presents, and every matter and thing therein contained, shall cease and be utterly null and void; any thing herein contained to the contrary thereof in any wife notwithstanding. And the said A. B. for himself, his heirs, executors and administrators, doth covenant, promile, grant and agree, to and with the faid C. D. his executors, administrators and assigns, in manner and form following, (that is to say) that he the faid A B. his executors or administrators, or some of them, shall and will well and truly pay, or cause to be paid unto the said C. D. his executors, administrators or affigns, the said sum of, &c. with legal interest, as aforesaid, on the day herein before limited for payment thereof, without any deduction, defalcation or abatement whatfoever, as aforesaid: And that the said granted and released premisses, now are and be, and at all times from and after default shall happen to be made of or in payment of the faid sum of, &c. and interest aforesaid, or any part thereof, shall for ever be, remain and continue free and clear, and freely and clearly acquitted and discharged of and from all manner of former and other gifts, grants, mortgages, judgments, titles, troubles, charges or incumbrances whatfoever, heretofore made, committed, done or suffered by him the seid A B. And that the said C. D. his heirs and affigns, shall and may from time to time, and at all times after default, if any shall happen to be made in payment of the said sum of, &c. and interest, as aforesaid, or any part thereof, peaceably and quietly have, hold, occupy, poffefs and enjoy, all and fingular the faid hereditaments and premisses, with the appurtenances, and every part and parcel therecf, without the let, fuit, trouble, hindrance, molestation, interruption or disturbance of him the faid A. B. his heirs or affigns, or of any other person or persons, lawfully claiming or to claim, by, from, or uncer him, them, or any of them; And-further, that he the faid I. B. his You. V. hiirs

heirs and assigns, and all and every other person and persons having or lawfully claiming any estate, right, title or interest of or in the said hereby granted and released premisses, or any part thereof, shall and will at any time or times after default, if any made, in payment of the faid fum of --- l. or any part thereof, contrary to the proviso and covenant herein before in that behalf contained, make, do, acknowledge, levy, suffer and execute all such further and other acts, matters, things, deviles and allurances in the law whatfoever, for the further and better conveying and assuring of all and singular the premisses, with the apput tenances hereby granted unto him the said C. D. his heirs and ass to the only proper use and behoof of the said C. D. his heirs and assign for ever, absolutely freed and discharged of and from the proviso or co dition herein before contained, and of and from all equity of redemption by virtue or colour thereof, according to the true intent and meaning these presents, as by the said C. D. his heirs or assigns, or his or the counsel learned in the law, shall be reasonably advised, devised or re-And lastly, it is covenanted and agreed upon by and between both the faid parties to these presents, and it is hereby declared to be true intent and meaning hereof, and of the parties hereunto, that us desault shall be made in payment of the said sum of &c. and legal inte rest for the same, as aforesaid, at the time above limited for payment thereof, it shall and may be lawful to and for the said A. B. his being a alligns, peaceably and quietly to have, hold, occupy, possess and engine all and fingular the faid premisses above granted and released, and even part thereof, with the appurtenances, and to have, receive, and to the rents, issues and profits thereof, to his and their own use and benefit any thing herein contained to the contrary thereof in any wife netwo flanding. In Witness, &c.

A Mortgoge of Goods.

HIS Incenture, made, Gc. Between A. B. of, Gc. of the of part, and C. D. of, &c. of the other part, Witneffeth, that t faid A. B. for and in consideration of the sum of, &c. of lawful most of Great Britain, to him in hand well and truly paid by the faid C. I at or before the scaling and delivery of these presents, the rece whereof the faid A. B. doth hereby acknowledge, and thereof therefrom doth acquit, release, exonerate, and for ever discharge t faid C. D. his heirs, executors and administrators, and every of the by these presents, Hath granted, bargained and fold, and by these pe fents Doth grant, bargain and fell unto the faid C. D. his executo administrators and assigne, All and singular the goods, furniture at houshold-fluff, herein after particularly mentioned and expressed, (the is to say) one, &c. [Here infert fully an account of all the goods are giged] To have and to hold all and lingular the faid goods, &c. here before granted, bargained and fold, or mentioned or intended to to unto the said C. D. his executors, administrators and affigns, to the

only proper use and behoof of the said C. D. his executors, administrators and assigns for ever; Provided always, and these presents are apon this condition, that if the faid A. B. his executors or administrators, shall and do well and truly pay, or cause to be paid unto the said C. D. his executors, administrators or affigns, the full sum of, &c. of lawful money of Great Britain, with legal interest for the same, on or before the --- day of ----, then, and in fuch case, these presents, and every matter and thing herein contained, shall cease, determine, and be steerly void, to all intents and pulpoles; any thing herein contained to the contrary thereof in any wife notwithstanding. And the said A. B. for himself, &c. [Here insert a covenant for payment of the money borrowed.] And the faid A. B. for himself, his executors and administrators, all and fingular the said goods, &c. by these presents granted, bargained and fold, and every part thereof, unto the faid C. D. his executors, administrators and assigns, against him the said C. D. his executors and administrators, and against all and every other person and persons whatsoever, shall and will warrant, and for ever defend, by these presents. And the said C. D. for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the faid A. B. his executors and administrators, that he the faid C. D. his executors, administrators or assigns, shall and will immedi-'ately, upon the receipt of the said sum of, &c. and interest as aforesaid, at the day and time above limited for payment thereof, deliver, or cause to be -delivered, unto the faid C. D. his executors, administrators and assigns, all and fingular the goods, &c. above granted, and which are now, at the time of the executing of these presents, received by the said C. D. of and from the faid A. B. in as good cafe, plight and condition as the same and every of them now are at this present time. In Witness, &c.

A Mortgage of Lands for Years, partly for Money lent, and partly fur Security of the Mortgagee's being Surety for other Debts of the Mort-. gazor.

HIS Indenture of three parts, made, &c. Between R. C. of the first part, C. R. of the second part, and J. F. of the third part, Consideration. Witneffeth, that the said R. C. for and to the intent that the said R. C. and J. F. and each of them, and the heirs, executors and administrasors of each of them, shall and may be well and truly satisfied, paid and faved harmless of and for all and singular such sum and sums of money, as they the said C. R. and J. F. or either of them, have heresofore lent or delivered to the faid R. C. or to any other person or persons, to or for his use, by his consent, request or agreement, or which they the said C. R. and J. F. or either of them, shall at any time hereafter lend or deliver to and for the use of the said R. C. by or at his respeft, confent or agreement, and also of and for all and singular such bills, obligations and debts, which they the faid C. R. and J. F. at ei-

Covenant of demife.

Habendum for 99 years.

Reddendum

Proviso if mortgagor shall pay all fuch fums as have been lent, ₩r.

Provise also if be fully fatisfied all fuch owing, Uc. out of the rent, **ن**و.

ther of them, heretofore have made, or hereafter shall make, jointly with the faid R. C. for his debt, or at his request, Haib demised, granted, and to farm letten, and by these presents Doth demise, grant, and to farm let to them the said C. R. and J. F. All that, &c. with the appurtenances; To have and to hold the said, &c. to the said C. R. and 7. F. their executors, administrators and assigns, from the feast, &c. for and during, and until the full end and term of ninety nine years from thence next enfuing, and fully to be compleat and ended; Tideing and paying therefore yearly, during the faid term, unto the faid R. C. his heirs and assigns, the sum of 101. of lawful money of Great Britain, at the feast of St. Michael the archangel, and of the bleffed virgin, by even and equal portions. Provided always, that if he the faid R. C. his executors, administrators or assigns, or any of them, do and shall well and truly pay or cause to be paid to them the said C. R. and J. F. their executors, administrators or assigns, or any of them, all and fingular fuch fum and fums of money, as they the faid C. R. and J. F. or either of them, heretofore have lent or delivered to the faid R. C. or to any other person or persons, to or for his use, by his confent and agreement, or at any time hereafter shall lend or deliver, we or for the use of the said R. C. at his request, or by his consent or agreement; and also all and singular such sum and sums of money, as are or shall be mentioned in any hill, bond or obligation, or any other writing whatsoever, which they the said C. R. and J. F. or either of these heretofore have made, or hereafter shall make, jointly with the said R. C. for his debt, or at his request, together with all such costs, charges, losses and damages whatsoever, which they the said C. R. and J. F. or either of them, their or either of their executors or administrators shall bear or fustain, for or by reason of any sum or sums of money, bills, bonds or obligations aforesaid, or any of them; Or if the said C. R. mortgagee shall and J. F. their executors, administrators and assigns, shall be fully satisfied, contented and paid all fum and fums of money to them owing. by and from the faid R. C. with the rents, issues and profits of the presums as are now misses hereby demised, or any other way howsoever; That then are from thenceforth this prefent leafe, grant and demile, and every matter, clause and covenant herein contained, shall cease, determine, and be utterly void and of no effect; And that then and from thenceforth he the faid R. C. his executors, administrators or assigns, into the said demifed premiffes, with the appurtenances, shall and may lawfully enter, and the same have again, retain, reposses and enjoy; any thing hereis contained to the contrary notwithflanding. (Covenant for quiet enjoy ment, and further offurance in default of payment.) In Witness. &c.

A Mortgage to Two by Lease and Release, in Trust for one of the Mortgagees; Penn'd by good Advice.

HIS Indenture made, &c. Between I. S. of C. in the county of K. esq; of the one part, and T. V. of the Middle Temple, London, esq; and W. P. of the fix clerks office in Chancery-Lane, in the county of Middlefex, gent. of the other part, Witneffeth, that for Confideraand in confideration of the sum of 300 l. of lawful money of Great tion. Britain, by the faid T. V. to the faid I. S. in hand paid, at or immediately before the fealing and delivery of thefe prefents, the receipt whereof he doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth acquit, release and discharge the said T. V. his heirs, executors and administrators, and every of them for ever, by these presents, and also for and in consideration of the sum of 5s. of like lawful money by the said W. P. to the said I. S. in hand likewise paid at or immediately before the fealing and delivery of these presents, the receipt whereof he doth also hereby acknowledge, and thereof acquit and discharge the said W. P. He the said I. S. Hath granted, bar- Release. gained, fold, aliened, released and confirmed, and by these presents Doth grant, &c. unto the faid T. V. and W. V. (in their actual polsession now being by virtue of a bargain and sale to them thereof made, by indenture bearing date the day next before the day of the date of these presents, and executed before the sealing and delivering hereof, for one whole year, commencing from the day next before the day of the date of the same indenture, and by virtue of the statute for transferring of uses into possession), and to their heirs and assigns, All that messuage or tenement, with the appurtenances, commonly called or known by Parcelethe name or fign of, \mathfrak{C}_c , heretofore in the tenure or occupation of D. A. or his assigns, and now or late of I. H. his under-tenants or assigns, together with all and fingular the edifices, buildings, backfides, rooms, cellars, folars, lights, easements, ways, passages, profits, commodities and appurtenances whatfoever, to the faid meffuage or tenement belonging, or in any wife appertaining, or therewith usually held, occupied or enjoyed, or accepted, reputed, deemed or taken as part, parcel or member thereof, or any part thereof; And the reversion and geversions, remainder and remainders, yearly and other rents, issues and profits of the said premisses, and of every part and parcel thereof, and all the estate, right, title, interest, use, trust, inheritance, property, claim and demand whatfoever, either in law or equity, of him the faid I.S of, in, to or out of the faid meffuage and premisses, and every part and parcel thereof; To have and to hold the faid meffuage or Halendum. tenement, buildings and premisses, with their and every of their appurzenances, unto the faid T. V. and W P. their heirs and affigns, to the only proper use and behoof of them the said T. V. and W. P. their heirs and assigns for ever; In Trust nevertheless for him the said T V. his heirs and assigns for ever: Provided always and upon condition Proviso on page

nevertheleis, ment of, &c.

this present indenture to be void. nevertheless, and it is hereby agreed by and between all the said parties to these presents, that if the said I. S. his heirs, executors, administrators or assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said T. V. his executors, &c. the sum of 3151. of lawful money of Great Britain, in manner following, that is to fay, the sum of 7 l. 10s. part thereof, on or upon the 13th day of September now next enfuing, and the fum of 307 l. 10 s. relidue thereof, on or upon the 13th day of March, which will be in the year of our Lord 1717, at or in the faid Middle-Temple Hall, London, without any deduction or abatement for or in respect of any taxes, charges or impolitions, taxed, charged or impoled, or to be taxed, charged or impoled on the faid melluages and premisses, or on the occupiers thereof, or on the faid sum of 315% or on the said T. V. and W. P. in respect of them or any of them, by act of parliament or otherwise howsoever, then this present indenture, and all the estates hereby granted, shall cease, determine and be utterly void and of none effect; any thing herein before contained to the contrary thereof notwithstanding; And the faid 7. S. for himself, his heirs, executors and administrators, doth covenant, promise and grant to and with the said T. V. and W. P. their heirs and assigns, by these presents, in manner and form following, (that is to fay) that he the faid I. S. his heirs, executors, administrators or assigns, or some of them, shall and will well and truly pay, or cause to be paid, unto the faid T. V. his executors, administrators or affigns, the faid sum of 315 l. at the several days and places above limited for payment thereof, without any deduction or abatement as aforesaid: And that he the faid I. S. now is and flandeth lawfully and absolutely seifed of and in the faid melfuage, buildings and premiffes, hereby or intended to be hereby granted as aforefaid, of a good, pure, absolute and indeseasable estate of inheritance in see-simple; And that he the said I. S. now hath in himself good right, full power and lawful and absolute authority, to grant, release and convey the said messuage or tenement, buildings and premisses, with the appurtenances, unto the faid T. F. and W. P. and their heirs, in manner and form aforesaid; And that they tle faid T. V. and IV. P. their heirs and affigns, shall and lawfully may from time to time, and at all times for ever hereafter, after breach of the proviso aforesaid shall happen to be made, peaceably and quietly have, hold and enjoy all and fingular the faid meffuage and premiffes, without the lawful let, suit, trouble, eviction, interruption or disturbance of him the find I. S. his heirs or affigus, or of any other person or persons whatsoever, lawfully claiming or to claim any estate, right, title, or interest, of, in or to the said premisses, or any part thereof, by, from, or under him or them, or any person whatsoever; And that free and clear, and freely and clearly acquitted, exonerated and discharged, of and from all and all manner of former and other gifts, grants, bargains, fales, leafes, mortgages, indentures, dowers, thirds, rights and titles of dower or thirds, flatutes merchant and of the flaple, recognizances, judgneits, extents, executions, uses, trulls, intails, estate and estates, rights, titles, troubles, charges, demands and incumbrances wharfoever; And that he the faid I. S. and his heirs, and all and every other person or persons, and their heirs lawfully having or claiming, or to have or claim, any estate, right, title, interest or demand of, in, to or out of the faid meffuages, buildings and premiffes, or any part thereof,

Covenant for payment of money.

The grantor is lawfully seised;

and hath power to grant:

that the mortgagees may peaceably enjoy,

free of all incumbrances;

for further affurance after breach of provifo.

hall and will at all times hereafter (after breach of the proviso aforesaid) upon the reasonable request, and at the costs and charges in the law, of the faid T. V. his heirs or affigns, make, do and execute, or cause to be made, done or executed, all and every such further and other lawful and reasonable act and acts, thing and things, conveyances and assurances in the law whatfoever, for the further and better affuring and conveying of all and fingular the faid premisses, unto the faid T. \tilde{V} . and W. P. their heirs and alligns for ever, in trult as aforefaid, as by him the faid T. V. his heirs or affigns, or his or their countel learned in the law, shall be reasonably devised, or advised and required: And it is hereby

That mortgagee declared, that (until breach of the proviso aforesaid shall happen to be may enjoy until made) it shall and may be lawful to and for the said I. S. his heirs and default in payassigns, quietly and peaceably to have, hold and enjoy the faid messuage ment. and premisses, without any interruption or disturbance, by, from and under them the said T. V. and W. P. or either of them, their or either of their heirs or assigns, or any other person or persons claiming or to claim by, from or under them, or any of them, In Winefs, &c.

A Mortgage containing the Declaration of the Uses of a Fine to the Mortgagee, &c.

HIS Indenture of three parts, made, Between J. A. of C. in the county of K. esq; and M. his wife, G. A. of C. aforesaid, gent. Son and heir apparent of the said J. A. and M. his wife, and E. A. Uc. of the first part, Sir J. S. of E. in the said county of K. bart, of the second part, and J. H. of Clifford's Inn, London, gent. of the third part, Witneffeth, That for and in confideration of the sum of 1000 l. of good and lawful money of Great Britain to the said J A of 1000 l. fr. and G. A. and also of the sum of five shillings of like lawful money, to and 5 s. the faid E. A. in hand paid by the faid Sir J. S. at or immediately before the fealing and delivery of these presents, the several receipts whereof are hereby acknowledged, and thereof, and of every part and purcel thereof, they the faid J. A. G. A. and E. A. do acquit, exonerate and discharge, the said Sir J. S. his executors and administra-tors, by these presents, and for the settling and assuring of the several melluages or tenements and premiss herein after mentioned, to fach ules, intents and purpoles as are herein after limited and expressed; It Covenant of is hereby covenanted, granted, concluded and agreed upon by and hereby covenanted, tween all and every the faid parties to these presents, for them and their heirs; And the faid J. A. G. A. and E. A. for them and their heirs, Do covenant and grant to and with the faid J. H. his heirs, executors, administrators and affigns, by these presents, That they the said J / and to levy a and M. his wife, G. A. and E. A or their respective heirs, shall and fire, with prawill, before the end of Michaelmas term now next enfuing the date in te-ciamations, &c. of, acknowledge and levy, in due form of law, one fine fur conufance de droit come ceo, &c. to be ingroffed, recorded and fued forth, with proclamations,

Of the par-

The uses of the fine declared to be,

as, for and concerning all that, Us.

To the use of J. S. the mortgages for 1000 years;

and as for and concerning all that, U. as to three meffuages from and after the faid term;

clamations, according to the statutes in that case made and provided, and the ufuse c urfe of fines with proclamations in fuch cases used, unto the said J. H. and his beirs, of all those their two new erected messuages or tenements and gardens, and backfides to the same belonging or appertaining, situate, standing and being in Shire-Lane, in the parish of St. Dunstan's in the West, in the country of M. and in the several tenures or occupations of W K. esq; and R. W. their assigns or undertenants; and also of all those their two other messuages or tenements and gardens or backfides to the same belonging or appertaining, situate, standing and being in Bell Yard in the said parish of St. Dunstan's in the West, in the said county of M and in the several tenures or occupations of T. F. and R A. esqrs; their assigns or under-tenants, with their and every of their appurtenances, by the names of four melluages and four gardens, with the appurtenances, in the parish of St. Dunflan's in the West, or by such other apt and convenient name or names, number of messuages and other things as shall be thought fit and convenient And it is hereby covenanted, declared and agreed, by and between all the said parties to these presents, that the said fine herein before corenanted to be levied, as aforefaid, and all and every other fine and hats whatfoever, to be had and levied of the faid premisfes, by and between the faid parties to these presents, or any of them, or whereunto they or any of them shall be party or parties, shall be and enure, and shall be construed, expounded, deemed and taken to be and enure, were meant and intended to be and enure, and are hereby declared by all the faid parties to these presents, to be and enure as to the same hereditaments and premisses, and the conusee or conusees in the said fine or fines, and all and every other person and persons whatsoever, that by force and urtue of the said fine, or any other fine or fines, shall be seised of the said four several messuages or tenements and premisses, with the apportenances herein before mentioned, or any part thereof, shall stand and be seiled thereof, and of every part and parcel thereof, to the uses followingthat is to fay, As for, touching and concerning all those the aforesaid two melluages or tenements and gardens or backfides to the fame belonging, with their and every of their appurtenances, situate, standing and being in Shire-Lane aforesaid, in the several tenures or occupations of the said W. K. and R. W. their assigns or under-tenants; And asse all that messuage or tenement, and garden or backside to the same belonging, with the appurtenances, situate, standing and being in Bell-Yard aforesaid, and in the tenure or occupation of the said T. F. his assigns or under tenants, To the Use and behoof of the said Sir J. S ha executors, administrators and assigns, for and during the term of 1000 years from hence next enfuing and fully to be compleat and ended, without impeachment of or for any manner of waste; subject nevertheless 10 fuch condition as is herein after mentioned; And as for, touching and concerning all that the aforefaid meffunge or tenement, and garden of backfide to the same belonging, with the appurtenances, situate, slanding and being in Bell-Yard aforefaid, and in the tenure or occupation d the faid R. A his affigns or under-tenants; and also all other the premisses in the said fine expressed and contained, to the uses following; that is to fay, the faid three messuages or tenements, with the appurtenances, in the leveral tenures or occupations of the faid W. K. R. W. and T. F. their assigns or under-tenants, from and immediately after the expira-· tion,

tion, ceafing or other determination of the said term of 1000 years; and also the And also the said messuage or tenement, with the appurtenances, in the te. messuage, &c. sure or occupation of the faid R. A. his assigns or under-tenants, from from and imsure or occupation of the faid R. A. his aligns or under-tenants, from mediately after and immediately after the levying of the faid fine, To the Use and belevying the fine, boof of the faid 3. A. and his assigns, for and during the lives of him to the use of the faid J. A. and his affigns, for and during the lives of him the faid J. A. the co-J. A. and of the faid M. his wife, and from and after the determina- nufor, for the sion of that estate, and in case the said M. A. shall survive the said J. lives of himself A. her husband, then to the use and behoof of the said M. A. for and and wife, &c. during the term of her natural life; and from and after her decease, then so the use and behoof of the said G. A. his heirs and assigns for ever, and to and for no other use or uses, intent or purpose, whatsoever: Provided always, and these presents are upon this condition neverthe-provise on pay-tes, that if the said J. A. and G. A. or either of them, their or ei-ment of the ther of their heirs, executors, administrators or assigns, or any of them, mortgage modo and shall well and truly pay, or cause to be paid, unto the said Sir ney, the 1000 7. S. his executors, administrators or assigns, or any of them, at or in years term to the now dwelling-house of him the said Sir J. S. situate in E. asoresaid, cease. the full fum of 1050 l. in manner and form following; that is to fay, 25 l. part thereof, on the 17th day of February next ensuing the date dereef, and 1025 l. residue thereof, on the 18th day of August, which will be in the year of our Lord 1716, without any abatement, deduc-tion or defalcation thereout, for or in respect of any taxes, charges, syments or assessments issuing out of, or charged or imposed upon, or be issuing out of, or charged or imposed upon the said messuages or mements, and premisses, or any part or parcel thereof, or upon the aid Sir 7. S. his executors, administrators or assigns in respect there-, by authority of parliament, or otherwife howfoever; that then, om and immediately after the payment thereof, as aforesaid, the term and estate hereby made and limited, or mentioned to be hereby made and limited, of and in the aforefaid three messuages or tenements, with te appurtenances, in the several tenures or occupations of the said W. R. W and T. F. their assigns or under-tenants, unto the said Sir 3. S. his executors, administrators and assigns, for the aforesaid term 1000 years, shall cease, determine and become and be void, frustrate and of none effect, to all intents and purposes; And the said J. A. for Covenant to imfelf, his heirs, executors, administrators and affigns, and for every pay the money. If them, and the said G. A. for himself, his heirs, executors, adminirators and assigns, and for every of them, do severally covenant, promile and grant to and with the faid Sir J. S. his executors, administrators and assigns, by these presents, in manner and form following, (that to fay), That they the faid J. A. and G. A. or one of them, their or one of their heirs, executors, administrators or assigns, or some or one of them, shall and will, without any defalcation, deduction or batement of any thing, for or in respect of any taxes, charges, payments or affessments, as aforesaid, well and truly pay, or cause to be paid unto the said Sir 7 S. his executors, administrators or assigns, or fome or one of them, at the place of payment before mentioned, the faid sum of 1050 L in manner and form aforesaid, at the several times before in the said proviso or condition mentioned for payment thereof. without any further delay: And also, that they the faid J. A. and M. That grantors his wife, G. A. and E. A. or some or one of them, are the sole, true are true own.

and lawfully feifed in feefumple;

and have good right to appoint.

If default in payment, mortgagee to enjoy for the relidue of the term;

and receive the rents;

free from incumbrances.

And after default in payment, to make further affurance.

and lawful owners and proprietors of all the faid three mellinges or tenements, and gardens or backfides to the fame belonging, with their and every of their appurtenances, in the feveral tenures or occupation of the faid W. K. R. W. and T. F. their affigns or under tenants; And that they, or some or one of them, is or are lawfully, rightfully and ablolutely feifed thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in fee-simple, without any manner of condition, proviso or limitation of use or uses, or other reffraint, matter or thing to determine, alter or change the fame, and have good right, lawful and absolute power and authority in themfelves, or some or one of them, to direct, limit and appoint the use of the faid last mentioned messuages or tenements, and premisses, and erery part and parcel thereof, with their and every of their appurtenance. unto the faid Sir J. S. his executors, administrators and affigns, for and during all the faid term of 1000 years, and in manner and form alorefaid: And that if default shall happen to be made, of or in payment of the faid monies berein before covenanted to be paid, or of any part thereof, that then and from thenceforth it shall and may be lawful to and for the said Sir 7. S. his executors, administrators and affigns, into all and every the faid last mentioned messuages or tenements, and premise, with their appurtenances, and into every part and parcel thereof, to enter, and the same from thenceforth, for and during all the then reliand residue of the said term of 1000 years, peaceably and quietly to have, hold and enjoy, and all and every the yearly and other rents, iffues and profits thereof, and of every part and parcel thereof, coming, aning and growing, to have and take without any manner of denial, let, lint, trouble, hindrance, interruption and eviction, of or by the said J. A. and M. his wife, G. A. and E. A. their heirs, executors, administrators or alligns, and without the lawful let, suit, trouble, interruption or eviction, of or by any other person or persons whatsoever; And free and clear, and freely, clearly, and absolutely acquitted, freed, exonerated and discharged of and from all and all manner of former and other bargains, fales, gifts, grants, jointures, dowers, thirds, rights and titles of dower and thirds, intails, leafes, mortgages, estates, tiles, rents, arrearages of rent, judgments, flatutes, recognizances, debes executions, extents, troubles, forfeitures, feizures, decrees, charges and incumbrances whatfoever (tenants' leafes only excepted). ther also, that if default shall be made of or in the payment of the laid monies, or any part thereof herein before covenanted to be paid, that then, and at any time after fuch default, they the faid J. A. and M. his wife, G. A. and E. A. their heirs and affigos, and all and every other person and persons, any estate having or lawfully claiming, of, in to or out of the faid melluages or tenements, with the appurtenances. in the several tenures or occupations of the said W. K. R. W. and T. F. their affigns or under-tenants, or any part thereof, shall and will at the reasonable request of the said Sir J. S. his executors, administrators and affigns, make and do all and every fuch further and other at and alls, thing and things, deviles and affurances in the law, for the better and more perfect affuring and conveying of the faid last mentioned premisses, with the appurtenances, unto the said Sir J. S. his executors, administrators and assigns, for and during the aforesaid term of 1000 years, be it by deed or deeds, fine or fines, recovery or recoveries, with fingle,

fingle, double, or other voucher or vouchers, release or confirmation, or by all and every or any of the faid ways and means, or by any other ways and means in the law whatfoever, as by the faid Sir J. S. his executors or administrators, or by his or their counsel learned in the law, stall be reasonably advised, devised, tendered or required; And the Done no act to faid E. A. for himself, his beirs, executors and administrators, incumber. doth covenant, promise and agree to and with the said Sir J. S. his executors, administrators and affigues, by these presents, that he the haid E. A. hath not done, nor willingly or wittingly permitted or fuffered to be done, any act or thing, whereby the freehold or inheritance of the faid mortgaged premisses, or any part or parcel thereof, are or may be impeached, charged or incumbered in title, charge, estate or otherwile; And laftly, the faid Sir J S. for himself, his executors, Grantor to en-Ur. and for every of them, doth covenant, promife and agree to and joy until default with the faid J. A and G. A. severally, and to and with their several in payment. beits, &c. I hat until default shall be made, of or in payment of the faid money herein before covenanted to be paid, or some part thereof, be the faid Sir 7. S his executors, administrators and affigns, shall and will permit and fuffer the faid T. A. and M. his wife, and G. A. their heirs and affigns, peaceably and quietly to receive, take and enjoy the rents, issues and profits of all and singular the aforesaid three left mentioned meffinges or tenements, and premisses, with their and every of their appurtenances, without any interruption, of or by the aid Sir 7. S. his executors, administrators or assigns, and without my account to be given to him or them, for, touching, or concerning the same. In evitness, &c.

An assignment of the precedent Mortgage.

HIS Indenture of four parts, made, &c. Between Sir J. S. of E. in the county of K. baronet, of the first part, J. A. of C. in the faid county, esq. and M. his wife, G. A. of C. aforesaid, son and heir apparent of the said J. A. and M. his wife, and E. A. of L. Sc. of the second part, J. H. of Clifford's Inu, London, gent. of the third part, and W. P. of, Sc. esq. of the fourth part; Whereas Recital of the is and by a certain indenture of three parts bearing date, &c. and mortgage deed. made or mentioned to be made between the said 3. A. and M. his wife, the faid G. A. and the faid E. A. of the first part, the faid Sir J. S. of the second part, and the said J. H. of the third part, for and in confideration of the fum of 1000 %, of good and lawful money of Great Britain, to the said J. A. and G. A. and also the sum of 5 s. of like lawful money, to the faid E. A. in hand paid, by the faid J. S. and for the settling and affuring of the several messuages or tenements. and premisses therein mentioned, to the uses, intents and purposes, as therein limited and expressed, it is thereby covenanted, concluded and agreed upon, by and between all and every the faid parties thereunto, for them and their heirs, and the said J. A. G. A. and E. A. for them their heirs, did covenant and grant, to and with the said J. H. their heirs, &c. (and so recite the former mortgage to) should be feised of the four feveral messuages or tenements, and premisses, with the appurtenances

purtenances therein mentioned, or any part thereof, should stand and the select thereof, and of every part and parcel thereof, to the uses follows.

lowing, that is to fay, as for, touching and concerning all those the aforefaid two melfuages or tenement, and gardens or backlides to the fame belonging, with their and every of their appurtenances, fitual standing and being in Shire-lane aforesaid, in the several tenures or of cupations of the faid W. K. and R. W. their assigns or under-tenant and also all that messuage or tenement, and garden or backside to s same belonging, with the appurtenances, situate, standing and being Bell yard aforesaid, and in the tenure or occupation of the said T. his aifigns or under tenants, to the use and behoof of the said Sir 7. his executors, administrators and assigns, for and during the term 1000 years, from thence next enfuing, and fully to be compleate ended, without impeachment of or for any manner of waste; subj nevertheless, and under a certain condition therein contained, that the faid J. A. and G. A. or either of them, their or either of the heirs, executors, administrators or assigns, or any of them, did a should well and truly pay, &c. in manner and form, and on the de and times therein mentioned, that then, from and immediately after t payment, &c. (as in the mortgage to the words) of no effect, to all tents and purposes, as in and by the said recited indenture, relati thereunto being had, may more at large appear : And whereas the fine was accordingly levied, and the days in the above recited ind ture limited and appointed for the payment of the faid 1050 L are for time fince past, and the principal fum of 1000 l. aforefaid, is not paid and fatisfied, or any part thereof; but all interest for the same h been paid up to the day of the date of these presents, which the Sir J. S. doth hereby acknowledge: Now this indenture witness that for and in confideration of the fum of 1000 l. of good and law money of Great Britain, to him the faid Sir 7. S. in hand well t truly paid by the faid W. P. at or immediately before the fealing a delivery of these presents, by the direction and appointment of the 7. A. and M. his wife, and G. A. testified by their being made pa ties to, and figning and fealing of thefe prefents, the receipt whereof the faid Sir J. S. doth hereby acknowledge, and thereof and the from, and of and from every part and parcel thereof, doth release, t quit and discharge him the said W. P. his executors, administrate and alligns, and every of them by these presents, which said sum 1000 l. is in full of all money due on the mortgage of the faid the messuages in the above recited indenture mentioned to be in the seven tenures or occupations of the faid W. K. R. W. and T. E. be the fail Sir 7. S. bath granted, bargained, fold, assigned and set over, and these presents, by the direction and at the nomination of them the 7. A. and M. his wife, and the faid G. A. testified as aforesaid, De grant, &c. unto the faid W. P. his executors, administrators and ligns, All and fingular the faid two melfuages or tenements, and garde and backfides to the fame belonging, with their and every of their purtenances, situate, standing and being in Shire-lane aforesaid, whereof is now in the tenure of T. C. widow, and late in the tenure W. K. and the other in the tenure or occupation of the Lid R.

their assigns or under-tenants; and also all that messuage or tenement and gardens or backsides thereto belonging, with the apputenance situate, standing and being in Bell-yard asoresaid, and now or late

Confideration of the prefent affigument.

Affigament.

whe tenure or occupation of the faid T. F. or his affigns; all which hid premifies in the faid recited indenture were granted or mortgaged the faid Sir 7. S. together with the faid recited indenture of mortage, and all the estate, right, title and interest therein and thereunto, nod the term of years therein mentioned, yet to come and unexpired, salso all use, trust, property, interest, claim and demand whatsoever, which he the faid Sir J. S. now hath, ever had, or in any wife ought b have or claim therein or thereunto, by any ways or means whatbever or howfoever: And the faid J. A. and M. his wife, and the id G. A. E. A. and J. H. for the confideration aforefaid, and for nd in consideration of the further sum of 52. of like lawful money of Great Britain, to them well and truly paid by the faid W. P. at and Efere the sealing and delivery of these presents, the receipt whereof bey do severally and respectively acknowledge, and thereof severally rators and assigns, by these presents, Have, and every of them Hath assignment. hese presents do, and every of them doth, &s. unto the said W. P. is executors, administrators and assigns, all and singular the above pentioned messuages, tenements and premisses, with their and every of heir appurtenances whatsoever; To have and to bold all and singular Habendum. he faid three meffuages or tenements, and the gardens or backfides hereunto severally and respectively belonging, with their and every of heir appurtenances, hereby, or intended to be hereby granted, barained, fold, assigned, set over, released, ratified and confirmed, un'o be faid W. P. his executors, administrators and assigns, from henceorth, for and during all the rest and residue of the said term of 1000 sars, in and by the above recited indenture or mortgage granted, yet o come and unexpired : Provided always, and these presents are upon Proviso to be bis condition nevertheless, that if the said J. A. and G A. or either void on paythem, their or either of their heirs, executors, administrators or ment. ligns, or any of them, do and shall well and truly pay, or cause to be hid, unto the said W. P. his executors, administrators or assigns, or my of them, at or in the common dining hall of the Middle Temple, fondon, the full sum of 10501 that is to say, the sum of 251 part bereof, at or upon the --- day of --- now next enfuing, and the un of 1025 L refidue thereof, at or upon the - day of - which ill be in the year of our Lord 1717, without any deduction, &c. side the proviso and coverant for payment in the mortgage deed) And also, If default in but if default shall happen to be made, of or in payment of the said payment, soney herein before covenanted to be paid, or of any part thereof, that affiguee to enhen and from thenceforth, it shall and may be lawful to and for the joy for the reid W. P. his executors, administrators and assigns, into all and every the term. he faid three messuages or tenements, and premisses, with their appurtenances, and into every part and parcel thereof, to enter, and the some from thenceforth, for and during all the then rest and residue of be said term of 1000 years, peaceably and quietly to have, hold, &c. Covenant for the morigagee's quiet enjoyment, free from incumbrances, as Covenants, &c. ... the morigage deed): And further also, that if default shall be made of For further asor in payment of the faid money, or any part thereof herein before co. furance after senanted to be paid, that then and at any time after luch default, they default; the faid J. A. and M. his wife, G. A. E. A. and J. H. their sheirs and affigus, and all and every other person and persons, any el-

done no act to incumber;

that the mort-

gagor may enjoy until de-

fault,

tate having or lawfully claiming, of, in, to or out of the faid the messuages or tenements, with the appurtenances, shall and will at a reasonable request of the said W. P. his executors, administrators a assigns, make, &c. (Covenant for further affurance, as in the mortga deed): And the faid E, A. for himself, his heirs, executors, adm strators and assigns, and for every of them, do severally covenant, mise and agree, to and with the said W. P. his executors, admini tors and assigns, by these presents, that they the said B. A. and T. or either of them, have not done, or willingly and wintingly per or fuffered to be done, any act or thing whereby the freehold or ritance of the faid mortgaged and affigued premises, or any parts parcel thereof, are or may be impeached, charged or incumbere title, charge, estate or otherwise: And the said W. P. for himselfexecutors, administrators and affigns, and for every of them, doth; venant, promise and agree, to and with the said J. A. and G. A. verally, and their several and respective heirs, executors, administration and affigns, by these presents, that until default shall be made of a the payment of the faid money herein before covenanted to be paid. fome part thereof, he the faid W. P. his executors, administrators affigns, shall and will permit and suffer the said J. A. and M. his will and G. A. their heirs and affigns, peaceably and quietly to take a receive, &c. (See mortgage deed, fane covenant): And the faid Sir gaged premisses S. for himself, his executors and administrators, and for every of the shall be and re- doth covenant, promise and agree, to and with the faid W. P. J. and G. A. and their heirs, executors, administrators and affigus, these presents, that all and fingular the said three messuages or tes ments, and premisses, with their appurtenances hereby assigned, or tended to be hereby affigned, shall from henceforth be and remain; a be had, held and enjoyed by him the faid W. P. his executors, ad nistrators and assigns, pursuant and according to the true intent a meaning of these presents, free and clear, and freely and clearly acqui ted and discharged, of and from all and all manner of incombrat whatfoever had, made or done, or wittingly or willingly fuffered to done by him the faid Sir J. S. or any other person or persons whatever, claiming, or which shall or may at any time hereafter have

claim, any estate, right, title or interest, of, in or to the hereby affig ed premilles, or any of the money now thereupon due, or hereafter grow due for the same, by, from or under him the said Sir 7. S.

all other fine and fines to be so had, made, levied, suffered and execute ed, or already had, made, levied, suffered and executed, as aforest of the faid premisses, or with other messuages or tenements, by or tween the parties to these presents, or any of them, shall be and cou and shall be construed, adjudged, deemed and taken to be and enure,

that the mortmain free and clear, &c.

that the fine had heirs, executors or admininistrators, or any of them : And laftly, in and levied that hereby declared and agreed, by and between all the faid parties to the be to the use of presents, that the said fine so had and sevied as aforesaid, as to the a affignce. mentioned three melluages or tenements, with the appurtenances,

> the only proper use and behoof of him the said W. P. his execution administrators and assigns, for and during the rest and residue of faid term of 1000 years now to come and unexpired. In witness, &c. Mariga

Mortgage in Fee of an Advowson.

HIS Indenture of three parts, made, &c. Between W. F. of, Gr. and T. S. of, Gr. elgrs; of the first part, R. F. of, Gr. in the second part, and J. T. restor of B. in the county palatine Durham, clerk, of the third part, Witnesseth, that the said W. F. Consideration. and T. S. for and confideration of the sum of 8601. of good and whil money of Great Britain, to them or one of them in hand paid by he said R. F. by the direction and appointment of the said J. T. (testiled by his being a party to these presents, and signing and sealing the ted by his being a party to these presents, and signing and sealing the same,) at and before the sealing and delivery of these presents, the reseipt whereof they the said W. F. and T. S. do hereby respectively acmowledge, Have granted, bargained and fold, and by these presents Covenant of Dogrant, bargain and fell unto the faid R. F. his heirs and affigna, grant. dil that the advowson, donation, presentation, patronage, right of papropage, and free disposition of the parish church of B. in the faid county palatine of Durham, with all profits and appurtenances whatioever to the fame in any manner belonging or appertaining; To have and Habendum. bold the said advowson, donation, presentation, patronage, right of patronage and free disposition of the said church, and all and singular the premisses aforesaid by these presents granted, or mentioned to be ranted, with their and every of their appurtenances, unto the faid R. . his heirs and affigns, to the only use and behoof of the said R. F. his heirs and affigns for ever; Provided always, and the faid R. F. Provifo. for himfelf, his heirs and affigns, doth hereby covenant, grant, declare and agree to and with the faid J. T. his heirs and affigne, that if the and J. T. his heirs or assigns, shall and do well and truly pay, or cause to be paid unto the said R. F. his heirs, executors, administrain and affigns, the fum of 911 l. 12 s. of good and lawful money of Great Britain, without any manner of deduction, defalcation or abatement, for or in respect of any taxes, charges, assessments or payments, rdinary or extraordinary, or otherwile howfoever, in manner and form bllowing, viz. the fum of 25 l. 16 s. part thereof, upon the 19th day August next ensuing the date of these presents, and the sum of 885 l. of residue thereof, on the 19th day of February, which shall be in be year of our Lord 17 -, that then the said R. F. his heirs and asgas, shall and will grant and convey unto the said J. T. his heirs and ingns, All that the faid advowson, donetion, presentation, patronage and right of patronage, and free disposition of the said parish church of B. in the faid county palatine of Durham, with all profits and appurtecances whatfoever to the fame in any manner belonging or appertaining herein before mentioned. And the faid T. S. doth hereby for Limfell, Power to grant, his heirs, executors and administrators, covenant, promise and grant, 40 and with the faid R. F. his heirs and affigns, that they the faid T. S. and W. F. now have, or one of them now hath, good right, full power, lawful and absolute authority, to grant, bargain and fell; the Liid advowson and premisses herein granted, or mentioned to be granted as aforefaid, with the appurtenances, unto the faid R. F. his herrs and affigns, in manner and form aforesaid; And that from and after de- Quiet enjoy-. fault, if any shall be made in the payment of the said sum herein before ment.

covenanted

Free from in-

Warranty.

covenanted to be paid, or any part thereof, at the days and times aforefaid, that then, and in that case, the said R. F. his heirs and assigns, shall and may at all times thereafter, freely, quietly and peaceably have, hold and enjoy the faid advowson and premisses hereby granted or meationed to be granted, with their and every of their appurtenances, without any manner of let, suit, trouble, hindrance, molestation or interruption whatsoever, of the said T. S. and W. F. or either of them, or any person or persons whatsoever, lawfully claiming or to claim, by, from or under them, or either of them: And freely and clearly acquitted, exonerated and discharged, of and from all title, charges, troubles and incumbrances whatfoever, had, made, committed, done or fuffered by the faid T. S. and W. F. or either of them, we any person or persons claiming, or to claim, by, from or under them, or either of them; And the faid T. S. and his heirs, firall and will from thenceforth for ever warrant and defend the faid advowion and premisses herein before mentioned to be granted, bargained or fold, with their and every of their appurtenances, unto the faid R. F. ha heirs and assigns, against the said T. S. and his heirs, and all persons claiming or to claim by, from or under him, them, or any of them, In Witness whereof the said parties to these presents have hereunto a their hands and feals, the day and year first above written.

Covenants and Provisors necessary to be inserted in a Deed of Mortgage, for R. Webb.

Consideration,

OW this Indenture witnesseth, that for and in consideration of the fum of 1000 l. of lawful money of Great Britain, to the laid W. K. in hand well and truly paid by the faid E. G. at or immediately before the scaling and delivery of these presents, at the request and by the order, direction and appointment of the faid I. A. and for his proper debt, tellified by his being a party to, and his fealing and delivery of these presents, in full of all principal and interest, due and owing to the said W. K. upon the said recited security, and also of the further fum of 300 l. of like lawful money to the faid I. A in has likewise paid by the said E. G. at and immediately before the saling and delive y of these presents (which said several sums of tocol. pt so the said W. K and 300 l, paid to the said I. A. by the said E. C as aforesaid, do make together the full sum of 1900 1.) and also confideration of the further fum of 1000% of like lawful money to the faid J. A. in hand likewise paid by the said R. R. R. L. and I. R. and before the fealing and delivery of these presents, at the reques and by the direction and appointment, of the faid C. F. teffified by his being a party to, and his fealing and delivery of these presents, (the receipt and payment of which faid feveral funis of money, they the faid I. A. and W. K. do hereby respectively acknowledge, and thereof and every part and parcel thereof, do respectively acquit, release and discharge the said E. G. R. N. R. L. and I. R. respectively. 20 their respective heirs, executors, administrators and assigns for ever, these presents), and for the securing to the said E. G. his executors, administrators.

administrators and assigns, the payment of the said sum of 1400% with the interest for the forbearance thereof, after the rate of 51. per cent. per ann. as herein after is mentioned, and to the faid R. N, R L. and R. their executors, administrators and assigns, the repayment of the hid sum of 1000 l. with interest for the forbearance thereof, after the the of 5 l. per cent. per ann. as herein after in these presents is likewise mentioned, and also for and in consideration of the sum of sa of like hwful money paid to the faid I. A. by the faid E. G. R. N. R. L. and R. at and before the sealing and delivery of these presents, the reteipt whereof the doth hereby acknowledge, He the faid W. R. at the request, and by the direction and appointment of the said I. A. and K. testified by their being parties to, and their sealing and delivery t thefe presents; And also the said I. A. and W. K. Have, and each Covenant of bd every of them Hath granted, bargained, fold, released and con-grant. frened, and by these presents Do, and each and every of them Doth rant, bargain, fell, release and confirm to the said E. G. R. N. R. L. od I. R. in their actual possession now being, (by virtue of a bargain Recital of berad fale, for one whole year, to them thereof made by the faid W. R. gain and fale for A. and W. K. in consideration of 5 s. by indenture bearing date the a year. my next before the day of the date of these presents, to commence from the day next before the day of the date hereof, and executed beforce the fealing and delivery of these presents, and by the force of the state for transferring uses into possession), and to their heirs and asgas for ever. All that the manor of L. (bere name the premisses as usual, c.) To have and to hold the manor, advowion, meffuages, farms, Parcels. ands, tenements, hereditaments and premisses herein before mention- Habendum in d, and intended to be hereby granted and released, and every part and sec. arcel thereof, with their and every of their rights, members and apartenances, unto the faid E, G. R. N. R. L and I. R. their heirs ed assigns, to the only proper use and behoof of them the said E. G. L. N. Sc. their heirs and assigns for ever, Subject nevertheless to the pulse and agreement for redemption thereof, as herein after for that subject to a profe is mentioned; And the faid I. A. for himself, his heirs, exedemption: that tors and administrators, doth covenant, promile, grant and agree to grantors are d wish the faid E. G. Go. their heirs and assigns, by these presents, lawfully seised manner and form following, that is to fav, that the faid W. R. I. A. in fee-simple; d W. K. some or one of them, at the time of the sealing and delivery Tthese presents, are, and stand, or is and standeth rightfully, lawfully, lely and absolutely seised of the said manor, advowson, messuages, ins, lands, tenements, hereditaments, and all and fingular other the remiffes herein before mentioned, or intended to be hereby granted d released, and every partiand parcel thereof, with their and every of cir rights, members and appurtenances, of a good, fure, perfect, wfol, absolute and indefeasible estate of inheritance in see simple, shout any manner of condition, use, trust, power of revocation or mitation of use or uses, or other restraint, matter or thing whatsoever, alter, change, charge, incumber or evict the same; And also, that and have power bey the faid W. R. I. A. and W. K. some or one of them, at the to grant. ne of the fealing and delivery of these presents, have or bath in them, sine or one of them, good right, full power, true title, and lawful Id absolute authority, to grant, bargain, sell, release and confirm the d mator, advowson, messuages, farms, lands, tenements, hereditatents, and all other the premisses herein before mentioned, or intended: Vol. V. Pр

That W R. hath done no act to incompet ?

to be hereby granted and released, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said E. G. &c. to the only proper use and behoof of them the said E. G. &c. their heirs and affigns for ever, in manner and form aforefaid, according to the true intent and meaning of these presents : And the faid W. R. for himself, his heirs, executors, and administrators, thoth covenant, promise and grant to and with the said E. G. &c. their heirs and assigns, by these presents, that he the said W. R. hath not at any time heretofore made, done or committed, or wittingly or willingly fuffered any act, matter or thing whatfoever, whereby or wherewith the faid manor, advowson, messuages, farms, lands, tenements, bereditaments and premisses herein before mentioned and intended to be hereby granted and released, or any part or parcel thereof, is, are, or shall or may be any way impeached, charged or incumbered in title, that I. A. hath charge, estate or otherwise howsoever : And the said I. A. for herself, her heirs, executors, and administrators, doth covenant, promife and grant to and with the faid E. G. &c. their heirs and affigus, by these presents, that she the said I. A. hath not at any time heretofore made, Gc. (verbatim the same as the last covenant): And this Indenture surther evituesseth, that for the considerations aforesaid, and in consideration of the fum of 5 s. a piece, of lawful money of, &c. to the said T. H.

I. A. and W. K. in hand well and truly paid by the faid C. F. at and before the fealing and delivery of these presents, (the receipt whereat they the faid T. H. I. A. and W. K do hereby respectively acknowledge, and thereof, and of every part and parcel thereof, do respectively acquit, release and discharge, the said C. F. his executors, administra-

done no act to incumber.

. Further confideration.

Covenant of grant to a truftee.

Parcela.

Habradem for the remainder of the term affigued.

tors and affigns, by these presents,) and for the further securing the payment of the said several sums of 1300 l. and 1000 l. with interest, as aforesaid, He the said T. H. at the request, and by the order, direction and appointment, of the faid I. A. and W. K. testified as aforefaid, Hath granted, bargained, fold, affigned and fet over, and by these presents Doth, at the nomination and appointment of them the faid E. G. R. N. Uc. testified by their being parties to, and their sesting and delivery of these presents, grant, bargain, sell, assign and set over, unto the faid C. F. his executors, administrators and affigur All that the said manor of L. with all the rights, members and appear tenances thereof, and all and fingular other the faid lands, tenement bereditaments and premisses, in and by the said first recited indeates of demile and affigument, thereby respectively granted and affigued, mentioned to be granted and assigned, and every part and parcel there of, with their and every of their appurtenances; and also all the estate right, title, interest, term and number of years yet to come and unca pired, benefit, property, profit, claim and demand whatfoever, bothi law and equity, of him the faid T. H. of, in, or unto the fame, and every past and parcel thereof, by force and virtue of the faid first recit ed indenture of demile, and the faid leveral affignments thereof, otherwise howsoever, together with the said recited indenture of demil and affignment thereof, and every of them: To bave and to bold the faid manor, lands, tenements, hereditaments, and all and singula other the premiffes herein before mentioned or intended to be hereby granted, bargained, fold, affigned and fet over, with their and every

of their appurtenances, unto the faid C. F. his executors, administrators and affigns, from henceforth, for and during all the rest, residue

and remainder of the said term of 1000 years, by the said first recited indenture of demise granted as aforesaid, yet to come and unexpired; In Trust nevertheless for the said E G. &c. their heirs and assigns, In trust for and subject to the proviso and agreement herein after mentioned and mortgagee, subcontained: And the faid T. H. for himself, his executors and admini- ject to the profirators, doth covenant, promise, grant and agree to and with the said viso, tre. C. P. his executors, administrators and assigns, by these presents, incumber. that he the faid T. H. hath not, &c. viz. (that he buth not incumbered the premisses.) And this Indenture further witnesseth, that for the co-si-Further consideration asocesaid, He the said W. R. at the request and by the order, deration. direction and appointment of the faid I. A. and W. K. tellified as aforefaid, and also the said I A. and W K. Have, and each and every of them Hath granted, ratified and confirmed, and by these presents Do, and each and every of them Doth grant, ratify and confirm, at the nomination and appointment of the faid E. G &c. tellified as aforesaid, unto the faid C. F. his executors, administrators and affigns, All the faid manor, advowfon, meffuages, farms, lands, tenements, hereditaments, and all and fingular other the premisses herein before mentioned, or intended to be hereby affigned, and every part and parcel thereof, with their and every of their appurtenances, together with the faid recited original indenture of demise, for one thousand years, and the said several recited assignments thereof, and the assignment hereby made, and all and every of them.; To have and to hold the faid manor, ad- Habendum for vowlon, meffuages, farms, lands, tenements, hereditaments, and all the remainder and fingular other the premisses herein before mentioned, and intended of the term afto be hereby affigned, and every part and parcel thereof, with their and figned. every of their rights, members and appurtenances, unto the faid C. F. his executors, administrators and affigns, from henceforth, for and during all the rest, residue and remainder of the said term of one thoufand years, in and by the faid first recited indenture of demise granted as aforesaid, yet to come and unexpired; In Trust nevertheless for the In trust for faid E. G. &c. their heirs and assigns, subject to the proviso and agreement herein after mentioned and contained; And the said J. A. for That the origihimself, his heirs, executors and administrators, doth covenant, pro nal indenture mile and grant, to and with the faid C. F. his executors, administra of demise is tors and affigns, by these presents, in manner and form following, (that good and valid; is to fay,) that the faid recited original indenture of demise for one thousand years, dated the 28th day of March, 1664, now at the time of the sealing and delivery of these presents, is a good and sufficient leafe, valid and effectual in the law, and is and standeth in full force and effect, and is not any ways forfeited, furrendered, made void or become voidable, or any ways charged, impeached or incumbered; And also, that he the said T. H. now hath in himself good right, full and also that power and lawful and absolute authority, to grant, bargain, sell, T. H. hath full affign and set over the aforesaid manor, advowson, messuages, farms, power to assign. lands, tenements, hereditaments and premisses, with their and every of their rights, members and appurtenances, unto the faid C. F. his executors, administrators and assigns, for the residue of the said term of one thousand years, in trust as aforesaid: And this Inden'ure further Further considewitnesseth, that for the consideration aforesaid, and also for and in consi- ration of 5 .. to deration of the fum of 5 r. of lawful, &c. to the faid T. H. in half &c. for better well and truly paid by the faid C. F. at or before the sealing and deli-securing, &c. very of these presents, (the receipt whereof he the said T. H. doth Pp2

Assignment of recognizance and judgments,

Habendum to trustee in trust for E. G. Ge. Mortgagees. Letter of attorney.

Covenant not

Covenant to do any further act for recovering,

hereby acknowledge, &c.) and for the further and better fecuring the payment of the faid feveral fums of 1300 l. and 1000 l. with interest for the same respectively as aforesaid, He the said T. H. at the request, and by the order and appointment, of the faid I. A. W. K. and W. R. (testified as aforesaid) and also at the nomination and appointment of the said E. G. &c. (testified as aforesaid) Hath assigned, transferred and fet over, and by these presents Doth assign, transfer and set over, unto the said C. F. his executors, administrators and assigns, the said recited recognizances or flatute flaple, and the faid feveral recited judgments, and every of them, and all and every process and proceedings, extents and executions thereupon had, fued out and executed, and the feveral fums of money therein respectively mentioned and contained, and all the benefit and advantage thereof respectively, and all his estate, right, title, interest, trust, claim and demand whatsoever, both in law and equity, of, in and to the same respectively; To have, bold and cajoy the same, and all the benefit and advantage thereof respectively, unto the faid C. F. his executors, administrators and assigns; In Traff for the said E. G. &c. their heirs and assigns, subject also to the proviso and agreement herein after mentioned and contained. And the faid T. H. doth bereby at the like request, and by the like direction and appointment of the said E. G. G. testified as aforesaid, as much as in them lies, make and ordain the faid C. F. his true and lawful attorney irrevocable, and doth give unto him full power and authority, in his name, place and stead, but in trust for the benefit of the said E. G. &c. their heirs and assigns, subject to the proviso and agreement herein after mentioned as aforefaid, to ask, demand and receive the said several fums of money in the said recognizance or statute-staple, and judgment, and every of them, mentioned and contained, and all costs and other money due, and to grow due and payable by or upon the faid recognizance or statute-staple, and the said two several judgments, every or any of them, and all benefit and advantage thereof respectively, and to fue for and recover the same, every or any of them, and also to release, acquit and discharge the same, every or any of them, and to do or cause to be done, all and every act and thing for the recovering and obtaining all and every fum and fums of money, due or to grow due upon the same respectively, and also to detain and keep (in trust as aforesaid) all fuch money to to be received, without any account to be given to him the faid T. H. his executors or administrators, concerning the fame; And the said T. H. doth for himself, his executors and admistrators, covenant and grant to and with the said C. F. his executors, administrators and affigns, by these presents, in manner and form sollowing, that is to fay, that he the faid T. H. will nor at any time hereafter, without the consent of the said E. G. &c. or the survivors or furvivor of them, or the executors, administrators or assigns of such furvivor, revoke any authority hereby given to the said C. F. his executors and assigns; And that he the said T, H. his executors and administrators, shall and will from time to time, and at all times hereaster, upon the reasonable request, and at the proper costs and charges in the law, of the faid E. G. &c. their executors, administrators and assigns, make, seal and deliver, perform and do all and every such surther and other act and acts, thing and things, for the better enabling or authorizing the said C. F. his executors, administrators or assigns, · to obtain, get in or receive (in trust as aforesaid) all the money due and

to grow due upon the said recognizance or statute-staple, and the said two feveral judgments, or any of them, and all the benefit thereof respectively, and with covenants not to revoke the same, as by the said E. G. &c. their executors, administrators or assigns, shall be reasonably devised or required; And also that he the said T. H. his execu- and shall not tors or administrators, shall not, not will, unless it be at the request of nor will disthe faid E. G. &c. or the survivors or survivor of them, or the execu- charge, &c. tors, administrators or affigns of such survivor, release or discharge the or the debt. faid I. A. his executors, administrators or affigos, or any of them, or the faid recognizance and feveral judgments, or any of them, or the feveral sums of money in them or any of them mentioned and contained, or any part thereof, or any interest, costs or other money due or to grow due for the fame, or any benefit or advantage thereof respectively, or disavow or become nonsuit in any process or proceedings, extent or execution brought, fued forth or executed, or to be bought, fued forth or executed thereupon respectively; And also, that he the said Hath not before T. H. hath not at any time heretofore vacated, affigned, releafed, vacated, affigndischarged or incumbered, and shall not or will nor hereafter vacate, ed, &. assign, release, discharge or incumber the said recognizance or statutestaple, or the faid two several judgments, or any of them, or any former or future extent, process or execution thereupon respectively or any part thereof or the faid I. A. his heirs, executors or administrators, or his, their or any of their lands, tenements, goods or chattels, real or personal estate whatsoever, without the consent of the said E. G. &c. and the survivors or survivor of them, or their heirs, executors, administrators or affigns of such survivor: And that he the said T. but will ac-H. his executors and administrators, shall and will at all and at any knowledge fatime or times hereafter, at the reasonable request, and at the costs and tissaction at recharges in the law of the said E. G. &c. or the survivors or survivor quest of, &c. of them, or of his or their affigns, or of the executors, administrators or affigus of fuch furvivor, and not otherwise, acknowledge satisfaction upon record of the faid recognizance or statute staple, and the faid two several judgments, and of all money due and owing, or to grow due or owing, for or by reason of the same or any of them, and assign or surtender all former and future extents and executions upon them, or any of them; And that he the faid T. H. his executors or administrators, at no time or times hereafter, shall or will do any act or thing whatforver, whereby the said recognizance or statute, and the said two several judgments, or any of them, or any former or future proceedings, extents or executions at law or in equity thereupon respectively had, sued forth and executed, or to be had, fued forth or executed, or the money due or to grow due thereupon respectively, or any part thereof, or the faid L. A. his heirs, executors or administrators, or his or their lands, tenements, goods, chattels, real or personal estate whatsoever, is, are, can, shall or may be acquitted or discharged of or from the same, or any part thereof, without the consent of the said E. G. &c. or the furvivors or furvivor of them, his or their affign or affigne, or the executors, administrators or assigns of such survivor: Provided al- Previse on payways nevertheless, and it is hereby declared and agreed by and between ment, &c. all and every the faid parties to these presents, that if the said I. A his that E G. and heirs, executors, administrators or affigns, do and shall well and truly C. F. will re pay, or cause to be paid unto, &c. (here set down the days of payment, from incum-Sec.) at or in the common dining hall of the Middle Temple, Landon, brances.

and that without any deduction, defalcation or abatement, of or for any taxes, duties, contributions or affessiments, parliamentary or otherwise, laid, affeffed or imposed, or to be laid, affeffed or imposed upon the said sums of, &c. or either of them, or any part thereof, or upon the interest of them or either of them respectively, or any part thereof, or upon the faid manor, advowson, messuages, farms, lands, tenements, hereditaments and premisses hereby granted, released and assigned, or mentioned or intended to be so, or any of them, or upon any the owners, tenants or occupiers of any of the said manor, advowson, meffuages, farms, lands, tenements, hereditaments and premisses, or upon the said E. G. &c. or any of them, for or by reason of the same; that then they the faid E. G. and their heirs, and all and every other person and persons, claiming or to claim, by, from, or under them or every or any of them, and also the said C. F. his executors, adminiftrators and affigus, and all and every other person and persons, claiming or to claim, by, from or under him, them or any of them, shall and will at the request, costs and charges in the law, of the said I. A. his heirs, executors, administrators or assigns, re-convey and re-assign all and every of their respective estates, right, title, interest, claim and demand whatfoever, into and out of all the faid manor, advowing, messuages, farms, lands, tenements, hereditaments and premisses, and the faid several recited securities to them respectively conveyed and alfigued as aforefaid, unto the faid I A. his heirs, executors, administrators and assigns, or such other person or persons as he or they shall direct, nominate and appoint, free and clear, and freely and clearly acquitted and discharged, of and from all incumbrances, &c. to be had, made, committed, done, or wittingly or willingly fuffered, by them the faid E. G. &c their or any of their heirs, executors, administrators or assigns, or the said C. F. his executors, administrators or assigns, and that by such conveyances and affurances in the law as by the said I. A. his heirs, executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required. [and then add a covenant to pay the money.] And also, that if default shall happen to be made of or in payment of the said several sums of, &c. or either of them, or any part of them, or either of them, contrary to the true intent and meaning of the faid provile and agreement herein before for that purpose contained, and of these presents, that then, and at all times then after, it shall and may be lawful to and for the said E. G. &c. their heirs and assigns, and the said C. F. his executors, administrators and assigns, in trust as aforesaid, peaceable and quietly to enter into, have, hold, use, occupy, possess and enjoy the faid manor, advowson, messuages, farms, lands, tenements, hereditaments, recognizances or flatute-staple, judgment, extents, executions and premiffes, with their and every of their appurtenances, without the let, fuit, trouble, denial, molestation or interruption of the said L A. or his heirs, executors, administrators or assigns, or any other perfon or persons whatsoever; And further, that the said manor, advovson, messuages, lands, tenements, hereditaments and premisses, herebe granted, released and assigned, or mentioned or intended so to be, and every part and parcel thereof, now are and be, and fo from time to time, and at all times for eyer, from and after default shall happen to be made, of or in payment of the faid feveral fums of, &c. or either of them, or any part of them or gither of them, contrary to the true intest

Covenant to pay. in default of payment E. G. and C. F. to enjoy, &c.

And that the mortgaged premiffes shall be and remain to them free from incumbrances. and meaning of the faid proviso or agreement herein before for that purpose contained, and of these presents, shall remain, continue and be unto the said E. G. Uc. their heirs and assigns, and also to the said C. F. his executors, administrators and assigns, (in trust as aforesaid) freed and discharged of and from all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, jointures, dowers, annuities, uses, wills, legacies, intails, fees, fines, feoffments, issues, amerciaments, statutes, recognizances, judgments, executions, tithes, troubles, charges, burdens and incumbrances whatfoever (other than and except the faid feveral recited fecurities hereby conveyed and affigned, or mentioned and intended to be as aforefaid;) And further also, For first assuthat if default shall happen to be made of or in payment of the said seve- rance on default ral fums of, &c. or either of them, or any part of them or either of in payment. them, contrary to the true intent and meaning of these presents, that then and at all times then after, he the faid I. A. his heirs and affigns, and all and every other person and persons, having or lawfully claiming, or which shall or may have or lawfully claim, any estate, right, title or interest, into or out of the faid manor, advowton, messuages, farms, lands, tenements, hereditaments, and premisses, or any of them, or any part thereof, shall and will at the request of the said E. G. Uc. or the furvivors or furvivor of them, or of the heirs, executors, adminitrators or affigns, of them, or of any of them, but at the costs and charges of the faid 1. A. his heirs, executors, administrators and afagns, make, do, acknowledge, levy, execute, suffer and perfect, or canse and procure, &c. all and every such further and other lawful and reasonable act and acts, thing and things, deeds, devises, assurances and conveyances in the law whatfoever, for the further, better, more perfect and absolute granting, conveying and affuring the said manor, advowson, messuages, farms, lands, tenements, hereditaments and premisses, and every part and parcel thereof, with their and every of their appurtenances, unto the laid E. G. Uc. or the survivors or survivor of them, his or their heirs or affigns, as by the faid E. G. G. or the survivors or survivor of them, his or their heirs or affigns, or any of them, or their or any of their counsel learned in the laws of this realm, shall be reasonably devised or advised and required; And fur- Until default ther, it is hereby declared, that until default shall happen to be made in mortgagor to payment, &c. A. to receive the profits, &c. (as usual in all mort- enjoy. geges: J Provided always, and it is hereby covenanted, concluded, declared and agreed, by and between all and every the faid parties to the mortgaged these presents, and the true intent and meaning of them, and of these premisses shall a second or the second of the se presents, is, that as well all and singular the said manor, advowson, stand and be a meffuages, farms, lands, tenements, hereditaments and premisses, security for the herein before-mentioned and intended to be hereby granted and releated, fum of unto and to the use of the said E. G. &c. their heirs and assigns, and to E. G. as of every part and parcel thereof, with their and every of their appurte- the fum of nances, as also all and fingular the said manor, advowson, messuages, out preference farms, lands, tenements, hereditaments and premisses, and the said or precedency. recited recognizance, statute staple, and the said two several recited judgments herein before affigned, transferred and set over, or mentioned or intended so to be unto the said C. F. his executors, administrators or affigns as aforesaid, shall stand and be as well a security for the repayment of the said sum of, &c. and interest of the same, to the

· faid E. G. his executors, administrators and assigns, as also for the faid. sum of, &c. and interest thereof to the said R. N &c. their executors, administrators and affigns, without any manner of preference or precedency; and that they the said E. G. &c. and C. F. respectively, and their heirs, executors, administrators and assigns, shall not nor will, any time or times hereafter, release, assign, transfer or otherwise con vey the said manor, advowson, messuages, farms, lands, tenemesses, hereditaments and premisses herein before granted, released and assigned or vacate, discharge or any ways incumber the same, or any of thes without the free and natural confent, good-liking, approbation and di rection of the faid B. G. &c. respectively, their respective executors, administrators or assigns, under their several and respective hands as feals in writing first had and obtained.

R. Wall.

Befides these covenants, in matters of large concern, and where the most gaged premisses are in tenants' hands, a covenant may be added to ascertain the yearly value thereof, and another to appoint a receiver to collect the rest, and pay off the interest and all costs, &c. and the overplus to the mortgeger.

A good Mortgage of a Manor, &c. by Way of Leafe for 500 Years.

Confideration, 800 l.

mife.

Parcels, vix. the manor of, &c.

General words to the manor;

HIS Indenture, &c. Between T. P. of I. in the county of S. gent fon and heir of T. P. late of N. in the same county, doctor of physic, deceased, of the one part, and T. B. of the city of L. merchant, of the other part, Witneffeth, that the said T. P. party to these presents, for and in consideration of the sum of 800 1. of, &c. to him in hand paid by the faid T. B. at or immediately before the fealing and delivery of these presents, the receipt whereof the said T. P. party to these presents doth hereby acknowledge, and himself therewith fully satisfied, and thereof, and of every part thereof, doth clearly acquit, exonerate and for ever discharge the said T. B. his executors and Covenant of de- administrators, by these presents, Hath bargained, sold, demised, granted, and to farm letten, and by these presents Doth, &c. unto the said T. B. his executors, administrators and assigns, All that the manor of H_{\bullet} in the county of S_{\bullet} with the rights, members and appurtenances thereof, and all messuages, houses, waters, mills, lands, tenements, meadows, pastures, feedings, woods, underwoods, commons, heaths, furze, moors, marshes, wastes, profits and perquisites of courts, rem of copyholders and freeholders, chief-rents, quit-rents, rents of affize, fines, heriots, amerciaments, services, reversions, royalties, privileges, franchises, jurisdictions, profits, commodities, hereditaments and appurtenances whatfoever, to the faid manor belonging or appertaining, accepted, reputed or taken as part, parcel or member thereof; and also all that tenement, with the close or parcel of pasture wherein the laid and also all, &c. tenement standeth, containing by estimation, &c be the same more or less, lituate, lying and being in the parish of H. in the county of S. now or late in the several tenures or occupations of, &c. or of their affigns;

and also all that piece, &c. and all woods, underwoods, timber and ness, flanding, growing or being in, upon or about the feveral closes, hoes or parcels of ground above mendoned, and every or any part Mercof; and all ways, waters, commons and common of passure, pro-, commodities, hereditaments and appurtenances whatfoever to the d tenements, and several closes or parcels of land or ground, and my or any of them belonging or appertaining, or with them or any Pettem used, occupied or enjoyed; and all other the meffuages, lands, sements and hereditaments, which were conveyed and affured, by and on G. S. of, Ge. and J. W. of, Ge. to the faid T. P. deceased, in nd by a certain indenture of bargain and fale, under their hands and has, bearing date, &c. and inrolled in the high court of Chancers; and the reversions, rents, issues and profits, of all and singular the man and the reveror, tenements, lands and premisses above-mentioned, and every part sion, &c. hereof; To base and to bold all and fingular the faid manor, tenement, Habendum for nd several closes and parcels of land, and all other the premisses, above, 500 years. and by these presents demised, granted, bargained and sold, With their and every of their appurtenances, and the rents and reversions bereof, unto the faid T. B. his executors, administrators and affigue, from the sealing and delivery of these presents, Unto the end and term five hundred years from thence next enfuing, and fully to be comleat and ended, without impeachment of or for any manner of waste, in or spoil; Tielding and paying therefore yearly and every year, during the said term, unto the said T. P. party hereunto, his beirs and perperigns, the yearly rent of one pepper-corn, on the feall day of All-Saints pepper-corn every year (if it be demanded) and no more. Provided always, and Proviso for the presents are upon this condition nevertheless, that if the said T. P. redemption the presents are upon this condition nevertheless, that it the laid 1. 7. redemption, but be reunito, his heirs, executors, administrators or affigure, or any of ris. 484. yearmem, do and shall yearly and every year from henceforth for and dur- ly for five years. by the term of five years now next enfuing, well and eruly pay or cause being the intebe paid unto the said T. B. his executors, administrators or assigns, rest; the, &c. in London, the yearly fum or annual payment of 48 1. of, . on the 26th day of J. and 26th day of J. in every year, by equal basions; the first payment thereof to begin and be made on the 26th ry of J. now next enfuing; and also if the said T. P. party hereunto. heirs, executors, administrators or assigns, do and shall well and by pay, or cause to be paid, unto the said T. B. his executors, admistrators or assigns, at the place of payment aforesaid, the sum of of like good and lawful money of Great Britain, on the last day and 800 L on Ty. which shall be in the year, &c. and in case the said T. P. party the, the Greento, shall be minded to repay the faid 800 h before the end of the The mortga-d five years, and do and shall give or leave notice or warning thereof gor may pay writing, at the now dwelling-house of the said T. B. in, &c. on the the 800 L on with day of J. or 20th day of J. within the two years of the five years notice, &c. brefaid, and do and shall truly pay to the said T. B. his executors or within two of ligns, at the place of payment aforesaid, the sum of 800 l. of, &c. the sive years. the next half-year's day of payment then ensuing, together with all th part, and so much of the laid yearly sum of 48% as shall be then he and payable, and do make no default of payment of or in any one hyment of the sums of money aforesaid; that then and from thencewith this present grant, bargain, sale and demise of all and fingular the hime premisses shall cease, determine, and be utterly woid and of none

That he now is and fizndeth lawfully scised,

and hath power to demife.

After default in payment the mortgagee to hold, &c.

and that the premifies shall be and remain, &c. free from incumbrance.

effect, to all intents and purpoles, as if the same had never been made: this indenture, or any thing herein contained to the contrary thereof is any wife notwithstanding: And the said T. P. party hereunto, for himfelf, his heirs, executors and administrators, and for every of them, doth covenant, promise, grant and agree to and with the said T. B. his executors, administrators and assigns, and to and with every of them by these presents, in form following, that is to say, That he the faid T. P. party hereunto, at the fealing and delivery of these presents, is the very true, lawful and rightful owner of the faid manor, tenement, lands, and all other the premisses above herein and hereby demised, granted, bas gained and fold, or meant, mentioned or intended to be hereby demiled granted, bargained and fold, with their appurtenances, and of every part and parcel thereof; and now is and standeth lawfully seifed in his demesse, as of see, of and in all and singular the said masor, testment, lands and premisses, with their appurtenances, and of every part thereof, of a good, fure, lawful, perfect, rightful, absolute and inde-. fealible estate of inheritance in fee-simple, without any reversion, remainder, limitation of use or uses, power of revocation, or other meter or thing whatfoever, of or in any person or persons, to alter, change or determine the same; And that he the said T. P. party to these mefents, now hath in himself full power, good and perfect right, and he ful authority to demise, grant, bargain and sell all and singular the sel manor, tenement, lands, hereditaments and premisses above mention ed, with their appurtenances, and every part thereof, unto the faid ?. B. his executors, administrators and assigns, for and during the said term of five hundred years, in manner and form aforesaid, and according to the true intent and meaning of these presents; And also that the said & B. his executors, administrators and assigns, shall and may from time to time and at all times, from and after default of payment made of the feveral fums of money aforelaid, or of any of them, or any part themof, peaceably and quietly enter into, have, hold, occupy, policis est enjoy the faid manor, tenement, lands, hereditaments and premiles, above, in and by these presents demised, granted, bargained and his with their and every of their appurtenances, and every part and part thereof, for and during the faid term of five hundred years, without any let, trouble, interruption, incumbrance or disturbance of or by faid T. P. party hereto, his heirs, executors, administrators or align, or any of them, or of or by any other person or persons whatsome; And further, that the faid manor, tenement, lands, hereditament all other the premiffes, above, in and by these presents mentioned are tended to be herein and hereby demised, &c. with their and every & their appurtenances, now are and be, and so from time to time, and & all times hereafter, for and during the faid term of five hundred years shall be, remain and continue, and be bad, holden and enjoyed, and by the faid T. B. his executors, administrators and affigus, (fab to the proviso or condition above mentioned) free and clear, and free and clearly acquitted, exonerated and discharged, of and from all a all manner of former and other gifts, grants, bargains, fales, leafes jointures, dowers, uses, intails, statutes-merchant and of the fire recognizances, extents, executions, rent-charges, rent-leck, anani yearly payments, fines, issues, amerciaments, seizures, sequestration and cause and causes of sequestration, and of and from all other estat

ides, troubles, charges and incumbrances whatfoever, had, made, committed and suffered by the faid T. P. party hereunto, or by any person or persons whatsoever; the rents and services from henceforth to grow due and payable to the chief lord and lords of the fee and fees of the premisses, in respect of his and their seignory and seignories, excepted and foreprized; and except one annuity or yearly rent-charge of 40 l. except one anper annum, issuing and payable out of the premisses, or some part there-nuity; of, unto E. M. mother of the said T. P. party hereunto, for and during the term of her natural life, and no longer; and also except one also except a leuse or grant made of parcel of the premisses, by the said T. P. party, leuse for _____ Uc. unto the said, T. L. for a certain term yet enduring, at and under years, of parthe yearly rent of 42 l. and also except one other lease made of other cel of the proparcel of the premisses by the said T. P. party, &c. to the said, &c. misses. for a certain term yet unexpired, whereupon the yearly rent of 161. is referved and payable; which faid several yearly rents of 42 % and 16%. in and by the faid several leases reserved, shall, from and after default of payment made of the fums of money aforefaid, or any of them, become due and payable unto the said T. B. his executors, administrators and affigns, for and notwithstanding any act or thing, had, made or done, or to be had, &c. by the faid T. P. party, &c. or by any other person or persons; And moreover, that the said T. P. party, &c. and For further afhis heirs, and all other person and persons, and their heirs, having, surance after . claiming, deriving or pretending, or which can or may hereafter have default in payor claim any manner of estate, right, title, interest, claim, benefit or ment. demand, of, in, to, or out of the faid manor, lands, tenements, hereditaments and premisses above-mentioned to be herein and hereby demiled, granted, bargained and fold, with their appurtenances, and every or any part or parcel thereof, (except as aforefaid) shall and will from time to time, and at all times from and after default and payment made of the sums of money in the proviso and condition aforesaid expressed, or any of them, upon the reasonable request, and at the coils and sharges in the law, of the faid T. B. his executors, administrators and affigns, make, do, acknowledge, levy. fuffer and execute, and cause and procure to be made, &c. unto the faid T. B. his executors, administrators and assigns, all and every such further, lawful and reasonable act and acts, thing and things, deeds, deviles, grants, releases, conveyances and affurances in the law whatfoever, for the further and better, more perfect and absolute granting, conveying and assuring of the faid manors, tenement, lands and premisses, above herein and hereby demised, granted, bargained and fold, with their appurtenances, and every part and parcel thereof, unto the faid T. B his executors, administrators and assigns, for and during the said term of five hundred years, discharged of the proviso or condition aforesaid, and of all power and benefit of redemption, as by the faid T. B. his executors, administrafors or assigns, or his or their counsel learned in the law, shall be reafonably deviled or advised and required; And it is lastly agreed by and That mortgabetween the said parties to these presents, for them, their heirs, execu gor may hold tors, administrators and assigns, that the said T. P. party, &c. his heirs, until default. executors, administrators and assigns, shall and may have, hold and enjoy the premisses, and receive and take the rents and profits thereof to his and their own proper uses, until the first default of payment shall be made of the sums of money in the proviso and condition aforesaid expressed, without any let, hindrance or denial of or by the faid T. B. his execu-

tors, administrators or aligns, or any of them; any thing herein coatained to the contrary notwithstanding, &c. In Witness, &c.

* A Mortgage by Limitation, for a Term of Years, out of the Fa, by Release and Fine.

Parties.

Marriage fet-

their deferip-

Confideration.

Transfer.

Parcels.

Uses of the fettlement.

Death of the tenant for life. That C. D. is the eldest issue of the marri-

HIS Indenture, made the --- day of --- in the 31st year of the reign of our fovereign lord George the Third, by the graces God of Great Britain, France and Ireland, king, defender of the faith, and so forth, and in the year of our Lord 1791, Between C. D. d. in the parish of — in the county of — esq; the eldest son and heir of A. B. late of — aforesaid, esq; by H. C. his wife, both deceased, of the one part; and E. F. of ---- in the parish of ---- of the other part: Whereas by indentures of lease and release, the lease bestelement recited. ing date the ---- and the release the ---- day of --- in the year of our Lord 1791, and expressed to be made between G. H. in the county of ——gentleman, deceased, of —— of the first part, A. B. of —— is the said county of —— gent. of the second part; T. F. of —— is the faid county of - gent. of the third part; and H. C. daughter of the faid G. H. of the fourth part; being or purporting to be the settlement made previous to, and in confideration of, the marriage then intended and foon afterwards had and solemnized between the said A. B. and the said H. C. --- reciting as therein is recited, It is with that in confideration of the said marriage, and of 5s. by the said R.R. to the faid G. H. in hand paid, and for other confiderations therein meationed, He the said G. H. did grant, bargain, sell, alien, release and confirm all and fingular the meffuages, farms, lands, tenements and hereditaments therein and herein after particularly mentioned, and berety granted and released, or intended so to be, with their and every of their rights, members and appurtenances, unto the faid F. F. and to his here, To bold the faid melluages or tenements, farms, lands and heredisments, to the faid F. F. his heirs and assigns, to and for the several uses, intents and purposes therein and herein after mentioned, (that is to say) to the use of the said G. H. and his heirs, until the said muriage should be had, and after the solemnization thereof, to and for the ules, intents and purposes, and subject to the provisoes and agreements therein after declared, and herein after in part mentioned of and concerning the same, that is to say, to the use of the said A. B. and he affigns, for and during the term of his life, without impeachment of for any manner of waste, with remainder to the use of the said H. C. and her affigns, for the term of her life, without impeachment of walks with remainder to the heirs of the body of the faid A. B. on the body of the faid H. C. lawfully to be begotten; and for want of fuch iffue, w the only use and behoof of the right heirs of the said H. C. for evers And whereas the faid A. B. and H. C. are both fince deceased, and the said C. D. party hereto, is the eldest issue of the said marriage; And whereas the faid C. D. having occasion to borrow some money of the faid settled estate, has contincted and agreed with the said E. F. for the loan of the sum of 1000 l, of lawful money of Great Britain, we be

scured in manner herein after mentioned, and for that purpose to conry the faid messuages, tenements, farms, lands and hereditaments, to se uses herein after expressed: Now this Indenture witnesseth, that in arfuance of the faid agreement, and for and in confideration of the m of --- l. of lawful money of Great Britain, to the said C. D. parr hereto, in hand well and truly paid by the said E. F. at or immeditely before the sealing and delivery of these presents, the payment and eccipt of which said sum of --- 1. the said C. D. doth hereby acnowledge, and of and from the same and every part thereof doth acmit, exonerate, release, and for ever discharge the said E. F. his heirs, Recutors and administrators, and every of them, by these presents; and for effectually securing the payment of the said sum of-—∥. unto he said E. F. his executors, administrators and assigns, he the said C. 2. Haib granted, bargained, fold, aliened, released and confirmed, and y these presents Doth grant, bargain, sell, alien, release and confirm nto the said E. F. (in his actual possession now being by virtue of a barmin and fale to him thereof made by the faid C. D. for 5. confide stion, by indenture bearing date the day next before the day of the Leafe for a have of these presents, and executed before the sealing and delivery years ereof for one whole year, commencing from the day next before the by of the date of the faid indenture of bargain and fale, and by force t the statute made for transferring of uses into possession) and to his Parcela. seirs and assigns, all that, &c. together with all houses, out-houses, difices, buildings, barns, stables, yards, gardens, orchards, backiles, hedges, ditches, balks, ways, passages, waters, water-courses, sements, profits, privileges, commons, rights of commoning, com-son of passure, advantages, commodities, hereditaments and appurteances whatfoever, to the faid meffuages, farms, lands, tenements, ereditaments and premisses hereby granted released, or intended so to e, or to any or either of them, or to any part or parts thereof, belongme or in any wife appertaining, or therewith or with any of them, or rich any part thereof now or at any time or times heretofore fet, let, fed, occupied or enjoyed, or accepted, reputed, taken or known as art, parcel or member thereof, or of any part thereof; which said refluages, tenements, farms, lands, hereditaments and premisses, are mated in the bounds, parishes and precincts of --- in the said counrof --- fome or one of them, and now are in the several tenures or conpations of the feveral persons herein after named, their under-temet or under tenants, assignee or assigns, at the several yearly rents. Mowing, (that is to fay) S. L. at the yearly rent of 40 l. K. L. at the parly rent of 90 l. R. L. at the yearly rent of 90 l. S. S. at the yearly rent of 90 l. S. S. at the yeart rept of 100 % amounting in the whole to the yearly fum of 200 % and he reversion and reversions, remainder and remainders, yearly and ther rents, issues and profits, of all and singular the said messuages, ums, lands, tenements, hereditaments and premisses herein before articularly mentioned, and hereby granted and released, or intended so be, with their and every of their appurtenances, and also all the efse, right, title, use, trust, inheritance, property, claim and demand thatsoever, as well at law as in equity, and in possession, remainder,. eversion, expectancy or otherwise howsoever, of him the said C. D. f, in, to or out of the faid meffuages, farms, lands, tenements, hereitaments and premisses hereby granted and released, or intended so to

Grant of title

Helenium.

to the mortgagee in fee,

to the use of the mortgagee for 500 years.

Remainder to the mortgagor in fee.

Proviso for the redemption.

Half year's interest.

Principal fum and half year's interest.

be, and every or any of them, and every or any part or parcel thereof, Together with all deeds, evidences and writings whatfoever touching or concerning the faid feveral meffuages, farms, lands, tenements, hereditaments and premisses herein before mentioned, and hereby released of intended to to be, or any of them alone, and which do not also relate to other hereditaments of greater value, and true and attested copies all fuch other deeds, evidences and writings, which concern the fail premisses, jointly, with any other messuages, farms, lands, tenement, hereditaments and premisses now in the custody or power of him the said C. D. or which he can come by without fuit at law or in equity, facts copies to be made at the costs of the said C. D. party hereto, To bee and to bold the faid meffuages, farms, lands, tenements, hereditances, and all and fingular other the premisses herein before mentioned and described, and hereby granted and released or intended so to be, with their and every of their rights, members and appurtenances, unto the faid E. F. his heirs and affigns, to the uses and for the ends, intents and purposes, and under and subject to the powers, provisoes and agreements herein after expressed and declared, of and concerning the tame (that is to fay) to the use and behoof of the said E. F. his heirs, executors, administrators and affigurs, for and during, and unto the fall end and term of five hundred years, to be computed from the day the date of these presents, without impeachment of or for any master of waste, subject to the proviso and agreement herein after expressed contained of and concerning the faid term, and from and immediately after the end, expiration or sooner determination of the said term, and in the mean time subject thereto, to the use and behoof of the said C. D. his heirs and affigns for ever; and to and for, and upon no other the. trust, intent or purpose whatsoever. Provided always, and it is beeby expressly declared and agreed, by and between the faid parties to these presents, and the true intent and meaning of them and of these fents is, that the faid term of 500 years herein before limited in ute w the faid C. D. his executors, administrators and assigns, of and in faid messuages, farms, lands, tenements, hereditaments and premise herein comprised is so limited as aforesaid, subject to the provide agreement herein after expressed and contained, (that is to say) that the faid C. D. his heirs, executors, administrators or affigns, or any them, shall and do well and truly pay or cause to be paid unto the s E. F. his heirs, executors, administrators or assigns, at or in the co mon dining-hall of Lincoln's-Inn, in the county of Middlesex, the in and just sum of 1050 l. of lawful money of Great Britain, being faid principal fum of 1000 l. and the fum of 50 l. as and for one yes interest thereof, after the rate of 5 l. for a year, in manner follows that is to fay, the fum of 25 /. part thereof, on the ---- day of now next enfuing, and the further fum of 1025 l. being the relidies full payment thereof on the --- day of --- which will be in the y of our Lord 1792, without making any deduction or abatement when foever out of the faid feveral fums, or any part thereof, for or in repet of any taxes, rates, affeffments, charges, payments or impoliant whatfoever already taxed, charged, affeffed or imposed, or which at time hereafter may be taxed, charged, affeffed or impoled upon the mefluages, farms, lands, tenements, hereditaments and premifes, or any part or parts thereof, or upon the tenants or occupiers thereof, of apon the faid fum of _______. intended to be hereby fecured, by upon the f.id E. F. his executors, administrators or assigns, any of them, for or in respect thereof, by authority of parliaent or otherwise howsoever, then, and in such case, and at any ine from and after such payment as asoresaid shall be made to the id E. F. his executors, administrators or assigns, he the said B. F. his executors, administrators or assigns, shall-and will, upon the equest and at the costs and charges of the said C. D. his heirs or aseas, transfer, release, surrender or make void the residue of the said arm of 500 years, in such manner as the said C. D. his heirs or afens shall direct or appoint; And for the consideration aforesaid, and Covenant to rearring, destroying and extinguishing all estates-tail and all reversible vy a fine. as and remainders thereupon expectant or depending of and in the faid effuages, lands, tenements, hereditaments and premisses, and for proveying and assuring the same unto the said E. F. his heirs and asms, to the uses, for the ends, intents and purposes, and under and bica to the powers, provisoes and agreements herein before expressed d declared of and concerning the same, He the said E. F. doth herefor himself, his heirs, executors and administrators covenant, prose and agree to and with the said E. F. and his heirs, that he the d C. D. shall and will at the proper costs and charges of the said D. as of last Michaelmas term, or before the end of Hilary term w next enfuing, acknowledge and levy before his majesty's justices of e court of common pleas at Westminster, one or more fine or fines, sur mufance de droit come ceo, &c. whereupon proclamations shall and be had and made according to the form of the statute in that case de and provided, and the usual case of fines in such cases accustomunto the faid E. F. and his heirs, of the faid meffuages, farms, lands, mements, hereditaments and premisses, by such apt and convenient all be thought sufficient and proper to comprise the same, Which said Uses of the sine se or fines so as aforesaid, or in any other manner, or at any other declared. e or times levied and acknowledged, or to be levied and acknowledgand all and every other fine and fines, conveyances and affurances the law whatfoever, had, made, levied, fuffered or executed, or to thad, made, levied, suffered or executed, of the same premisses, or part thereof, either alone or together, with other hereditaments d premiffes by and between the faid parties to these presents, or any them, or whereunto they or any or either of them shall or may be my or parties, privy or privies, shall be and enure, and shall be adged, deemed, construed and taken, and so are and were meant and sended to be and enure, and are hereby declared by all the faid parto these presents to be and enure as to the same hereditaments and temiffes, and the conusee or conusees in the said fine or fines, named to be named, and his and their heirs, shall stand and be seised of the d bereditaments and premisses, and every part or parcel thereof to the eral uses, for the ends, intents and purposes, and under and subject the provilors, powers, declarations and agreements herein before liated, expressed, declared and contained of and concerning the same reditaments and premisses, according to the true intent and meaning these presents; And the said C. D. for himself, his heirs, executors Covenant that administrators doth hereby covenant, promise, declare and agree the mortgagor administrators and assessment as said ith and to the said E. F. his executors, administrators and assigns, by

Has good right to convey,

the money;

quiet enjoyment. Principal and one year's intereft.

Free from incumbrances,

thele presents, in manner following, (that is to say) that he the said C D. at the time of sealing and delivery hereof is lawfully, rightfully and absolutely seised in his demessie as of see, or of see-tail, of and in the said messuages, farms, lands, tenements, hereditaments and premises herein before mentioned and intended to be hereby granted, released and confirmed, and every part and parcel thereof, with their and every of their rights, members and apputtenances of a good, fure, perfect; absolute and indefeasible estate of inheritance in section or see tail in possession, without any reversion or remainder, trust, limitation, power of revocation, contingent proviso, new or other use or uses, or any other matter, restraint or thing whatsoever, to alter, change, charge, revoke, make void or lessen, incumber or determine the fame : And that he the said C. D. at the time of the sealing and delivery of these presents, hath in himself good right, full power, and lawful and able lute authority to grant, bargain, fell, release, limit, convey and affere the faid melluages, farms, lands, tenements, hereditaments and all and fingular other the premisses mentioned to be hereby gramed, released and limited in use, as aforesaid, with their respective rights, members and appurtenances, unto the use of the said E. P. his executors, administrators and affigus, for and during the said term of 500 years, as aforefaid, according to the purport, true intent and meaning of thefe for payment of prefents; And also that he the said C. D. his heirs, executors or administrators, or some or one of them shall and will west and truly pay or cause to be paid unto the said E. F. his executors, administrators and alligns, the faid fum of 1050/. at the days and times, and in the manner in the proviso herein before mentioned and appointed for page ment thereof, without any manner of deduction or abatement whather ever, to be made thereout, or in respect thereof, as aforesaid, and atcording to the true intent and meaning of the proviso or condition herein: er in default for before for that purpose contained; And also that it shall and may be lawful to and for the faid E. F. his executors, administrators and affigns, after default if any shall happen to be made in the payment of the said sum of 1050/, or any part thereof contrary to the said proviso and covenant herein before in that behalf contained, peaceably and quietly into and upon the faid meffoages, farms, lands, tenements, hereditaments, and all and fingular other the premifies herein before mentioned to be hereby limited in use, for the term of 500 years, as aforesald, with their and every of their rights, members and appurtenances. enter, and the fame from thenceforth peaceably and quietly to have hold, use, occupy, possess and enjoy, and the rents, issues and profit thereof, to receive and take, to and for his and their own respective and benefit, for and during the continuance of the faid term of conyears, without the lawful let, suit, trouble, denial, eviction or interruption whatfoever, of, from or by the fold C. D. his heirs, executors, administrators and assigns, or either of them, or any other person or persons whatsoever, and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said C. D. his heirs, executors and administrators, or some or one of them, at times hereafter well and sufficiently faved harmless and kept indemnised of, from and against all and all manner of former and other grants, burgains, fales, uses, trusts, jointures, dowers, rights and titles of dower, intails, mortgages, judgments, effates, debts, titles, charges and incumbrances whatfoever already had, made, done, committed, of fuffered,

fuffered, or to be had, made, done, committed or suffered, by him the faid C. D. or any other person or persons whomsoever; And further, and further asthat the faid C. D. and his heirs, and all and every other person and surances. persons whatsoever having or lawfully claiming, or who shall or may at any time hereafter, have or claim any estate, right, title, trust or interest whatsoever at law or in equity, of, in, to or out of the said mesfoages, farm, lands, tenements, hereditaments and premisses, or any of them, herein before mentioned to be hereby limited in use, unto the faid E. F his executors, administrators and affigns for the faid term of 500 years, as aforelaid, or any part or parts thereof, by, from, under, or in trult for them or any of them as aforefaid, shall and will at any time or times after default (if any) shall happen to be made in payment of the said sum of 10501, or any part thereof, contrary to the said proviso and covenant herein before in that behalf contained upon the reasonable request of the faid E. F. his executors, administrators or affigns, but at the costs and charges of the said C. D. his heirs or affigns, make, do, acknowledge, levy, suffer and execute, perform, perfect and finish, or cause and procure to be made, done, acknowledged, levied, suffered and executed, performed, perfected and finished all and every fuch further and other lawful and reasonable acts, deeds, fines, recoveries, conveyances and affurances in the law whatfoever for the further, better and more effectually granting, limiting, affuring and confirming the faid melfuages, farms, lands, tenements, hereditaments and premisses, with their and every of their rights, members and appurtenances herein before mentioned and intended to be hereby limited in use, as aforesaid, unto the said E. F. his executors, administrators and affigns, for and during the refidue and remainder of the faid term of 500 years which shall be then to come and unexpired therein freed, released and discharged of and from the proviso herein before contained for redemption of the faid premisses, and all other rights, titles and tequity of redemption whatfoever, and by fuch ways and means as by the said E. F. his executors, administrators and assigns, or his, their be any of their counsel learned in the law shall, in that behalf, be advised and reasonably required. And it is hereby further declared and That mortgagor agreed by and between the said parties to these presents, that until de- shall enjoy till fault shall happen to be made in payment of the faid fum of 1000 !. or default of pay-Some part thereof, contrary to the proviso and covenant herein before in ment. that behalf contained, it shall and may be lawful to and for the said C. D. and his heirs and assigns, to have, hold, occupy, possess and enjoy the said hereditaments and premisses, and to receive and take the rents, Mues and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, molestation or interruption whatsoever, of, from or by the faid E. F. his executors, administrators or affigns, or any of them, for and during the faid term of 500 years herein before limited in use to the said E_* F. his executors, administrators and assigns, any thing herein before contained to the contrary thereof in any wife notwithstanding; And laft, it is hereby further declared and agreed by and between the faid parties to these presents, and the said C. D. for himself, his heirs, executors, administrators and assigns doth hereby further covenant, promise and agree to and with the said E. F. his executors, administrators money not paid, and assigns, that in case the said sum of 1050 s. or some part thereof, mortgages will - which will be in the year convey the fee shall on the said ——— day of —— VOL. V.

1792, fimple.

179g, remain anpaid or unfatisfied, and shall not within fixty days then next enfuing be paid and fatisfied, he the faid C. D. or his heirs, and all persons claiming under or in trust for him, them or any of them shall and will as foon after the faid fixty days as conveniently may be, at the costs and charges of the said C. D. his heirs, executors, administrators or affigns, by such good and sufficient conveyances and assurances in the law as the counsel of the said E. F. his executors, administrators or assigns, shall advise, convey and assure, or cause to be conveyed and assured unto the said E. F. and his heirs, or to such person or persons, as he or they shall in that behalf nominate and appoint free from incumbrances except tenants' leafes, and with usual and reasonable covenants the faid messuages, farms, lands, tenements, heredisaments, and all and fingular other the premisses herein before mentioned and hereby granted and released, and limited in use or intended so to be, and excry part and parcel thereof, with their respective rights, members and appurtenances, in order that the same may be absolutely and irredeemably vested in the said E. F. his heirs and assigns for ever. Is Winefs.

J. J. P.

A Bond to pay the Money. And also a Bond for performance of Covenents.

A Mortgage of Land, to fave barmless from certain Bails and Suraiflips.

Recital of bond catered into.

THIS Indenture, &c. Between J. B. citizen, and G. of L. on the one part, and R. B. &c. on the other part: Whereas the faid R. B. with the faid J. B. and at his special request, and for the only debt of the same J. by one obligation dated, &c. did become jointly and severally bound unto A. M. &c. in the sum of 200 L of &c. for the payment of 100 l. of like money, to have been paid at a day now pass, as by the said obligation and condition thereof more plainly may appear; And whereas the faid R. and one J. S. Calter, at the entreaty, and by the special means of the said R. B. have taken the said J. B. to bail in an action of trespass, the damage laid at 2241. brought against the said J. B. in the compter in W. in L. at the suit of M. S. goldsmith, and W. C. grocer, as by the records, remaining in the compter aforesaid, will appear; And whereas also the said R. B. and J. S. at the entreaty and by the means of the faid R. B. have uken the faid J. B. to bail in the compter in the Poultry in L. in an action of debt of 891. 12 s. 7 d. there brought against the said J. B. at the fuit of one R. T. Cc. as by the records, &c. And whereas one M. C. of the town of S. draper, by an attachment made in L. against goods of the said M. S. and W. C. supposed in the hands of the said J. B. had recovered against the same J. 471. 20. 6d. of, &c. whereupon the faid J. hath now brought a writ of Error, and upon allowance of the same writ, the said R. B. and J. S. as in that case is acultomed, are become sureries for the said J. B. And whereas also the

Recital of becoming bail to an action.

Ditto in error.

stid R. B. hath undertaken to save harmless the said J. S. of and for all the premisses; Now this Indenture witnesseth, that the said J. B. Consideration to the end that the faid R. B. his heirs, executors and administrators, to indemnify and every of them, and all the lands, tenements, goods and chattels the mortgagee of the faid R B. his heirs, executors and administrators, and every of them, from time to time, and at all times hereafter, shall as well be clearly faved and kept harmless, of and for all and singular the bonds, bails, furetiships and other charges whatsoever, here above in these presents expressed and recited, and also thereof and therefrom shall be clearly discharged, at or before such time as thereto is hereaster assigned in these presents. Huth given, granted, bargained and fold, and by Mortgagor these presents, &c. to the faid R. B. and to his heirs and assigns for grants. ever, All that melluage or tener tent, with the appurtenances, some The parcels. time in the tenure or occupation of one T. R. late parcel of, &c. fituate in the parish of St. B. in L commonly called the G. and now or late being in the occupation of the faid J. B. and all and fingular the houles, buildings, yards, void grounds, profits, commodities, eafements and hereditaments, to the faid meffuage and tenement belonging or appertaining, or therewith or with any part thereof now or at any time heretofore had, used or occupied, and the reversion and reversions of all and fingular the premisses, and all the estate, right, title and interest of the faid J B of, in and to the premisses, and every part and parcel thereof, and all and fingular deeds, evidences and writings, touching or concerning the premisses, or any part thereof; To have and Habendian in to bold the faid messuage or tenement, with their appurtenances, and sec. all and fingular the premisses above bargained and fold, with their appurtenances, to the faid R. his heirs and affigns for ever, to the only use, Uc. And whereas the late dean and chapter of the cathedral church Recital of a of St. P. in L. by their indenture of leafe under their common feal, dean and chap; bearing date, &c. did demise and let to farm the faid meffuage or tene- ter's lease. ment, with the appurtenances, unto one R. D. then citizen, &c. to hold to him and his alligns, from the feast of, &r. unto the end of minety-eight years from thence next following, for the yearly rent of 5% therefore yearly to be paid, as by the said indenture of lease, &c. the relidue of which leafe and term of years now to come, by lawful conveyance in the law, by means of the faid J. B. and in trust to be affigured and conveyed at the pleasure and appointment of the laid J. B. and of his affigns, is to come unto M. C. of, C. J. C. and W. C. Uc. the faid J. B. for the better surety and assurance to save and keep harmless the said R. B. his heirs, executors, and administrators, and every of them, of and for the bonds, bails, suretiship and charges interestated, hath delivered, bargained and fold to the said R. B. the said sudenture of leafe and all conveyances thereof; and by these presents to covenant the form of the furviation of the furv vors or survivor of them, on this side the 24th day of J. which shall assign the same. be in the year of our Lord, &c. shall plainly and lawfully convey, asfign and let over, all their estate, interest and term of years, of and in the said messuage and tenement, with the appurtenances, yet to come, and the said original indenture of lease thereof, and all conveyances of the same, unto such person or persons as the said R. in that behalf shall Proviso if mortname and appoint. Provided always, that if the faid J. B. his execu- gagor indemnitors, administrators or assigns, shall as well procure and cause, that the fies mortgagee, said R. B. his heirs, executors and administrators, on this side the grant and as-

Qq2

faid figument to be

said 24th day, which shall be, &c. shall be clearly and absolved acquitted and discharged of and from all the bonds, bails and suretiships

aforesaid, and all other charges wherewith the said R. B. hath charged himself, from the said ? B. as aforesaid; as also in the mean time, from time to time, shall well and sufficiently fave harmless the said R. B. his heirs, executors and administrators, and all his and their lands, tenements, goods and chattels, of and for the bonds, bails, furetifings and charges aforefaid, wherewith they or any of them may be charged as aforefaid; that then not only the gift, grant, bargain and sale of the faid messuage and tenement, and other the tenements above made by these presents to the said R. B. and his heirs, but also the said grant and allignment of the faid leafe, and of all other the premisses above bargained, or covenanted to be bargained, shall be utterly void and frustrate; and that then and from thenceforth it shall and may be lawful, as well to and for the faid J. B. his heirs and affigns, into the said freehold of the above bargained premisses wholly to re-enter, and the same to have again, as in his or their former estate, as also for the faid M. C. &c. or the survivors or survivor of them, their executors or administrators, or any of them, at and by the appointment and agreement of the faid J. B. his heits or assigns, into the faid messuge and tenement, with the appurtenances, for the refidue of the term of years aforesaid then to be to come, also to re-enter, and the same as in their former estate to have again; these presents or any thing berein Lawfully seifed. contained to the contrary notwithstanding: And also the said J. B. for, Ge. doth covenant, Ge. that he the said J. B. now at the sealing and delivery of these presents, is and standeth lawfully and solely seised of and in the said messuage and tenement, with the appurtenances, of a good, perfect, fure, absolute and rightful estate in the law in feefimple, either in possession or in reversion, immediately expectant upon determination of the leafe and term of years aforefaid, without any condition or limitation of use or uses, and that such estate the said J. B. hath good, lawful and absolute right and authority, to give, grant, bargain, fell and affure the faid meffuage and tenement, with the appurtenances, to the faid R. B. his heirs and affigns for ever, to and for the only use of the said R. his heirs and assigns for ever; And that the faid meffuage and tenement, with the appurtenances, now are, and from henceforth shall be, stand and continue unto the said R. B. his heirs and affigns for ever, clear and clearly discharged and acquitted, or otherwise at all times sufficiently saved harmless, of and from all and singular former bargains, sales, gifts, grants, annuities, leases, estates, titles, charges and incumbrances whatloever, the old accustomed resus and services hereafter to be due, to be paid and done to the chief lord

of the fee or fees of the premisses, in respect of their seigniority except

and foreprised: And also that if it shall happen the said messuage and

tenement, with the appurtenances, upon the condition aforesaid, to be

forfeited to the said R. B. and his heirs, that then, and at all times

during three years then next following, the said J. B. and M. new

his wife, and the heirs of the faid J. B. at and upon every reasonable request, and at the costs and charges in the law only of the said R. B. his heirs, executors and affigns, shall and will do, make, acknowledge, fuffer and execute, and cause to be done, &c. all and every such surther act and acts, thing and things in the law, for the further and better conveyance, affurance and fure making of the faid melfuage and te-

and mortgagor to re-enter.

Power to grant.

Free from incumbrances.

On breach of provifo. Covenant for further affurance.

nement, and other the above bargained premisses, with their appurtenances, to be had, conveyed and made fure to the faid R. B. his heirs and affigns, for his own use for ever, as by the said R. B. his heirs or affigus, or by his or their counsel learned in the laws of this realm, .fhall be reasonably devised, advised or required, be it by fine, feoffment, deed or deeds enrolled, release with warranty against all men, or .without warranty, recovery with vouchers or voucher, or by any other lawful way or means whatfoever; And the faid R. B. covenanteth, Mortgagee Ge. to permit and suffer the said J. B. and his assigns, to occupy the may, hold till faid melluage and tenement with the appurtenances, keeping the same forfeiture. well and fufficiently repaired in all things, until the faid, &c. which shall be, &c. so as the said messuage and tenement be not in the mean time forfeited to the faid R. B. and his heirs, upon the condition above in these presents expressed, and not otherwise. In Witness, &c.

A very good Mortgage by Deed enrolled, and a Defeazance thereupon, with a Clause, if the Money be not paid according to the Proviso, that then the Mortgagee, paying a farther Sum, shall have the Land absolutely, &c.

THIS Indenture, &c. Between P. R. of, Ge. and W. D. of, Ge. of the one part, and J. S. of, Ge. son and heir of J. S. Recital of barlate of, &c. elq; deceased, of the other part, Witnesseth, That whereas gain and sale. the faid J. S. party hereunto, by indenture of bargain and fale under his hand and feal, bearing date the day of the date of these presents, and sealed and delivered at one and the same instant of time, together with these presents, and intended to be enrolled in the high court of chancery, for and in consideration of the sum of 500 l. of, &c. therein menzioned to be to him paid by the said P. R. and W. D. hath granted, bargained, fold, aliened, enfeoffed and confirmed unto the faid P. R. and W. D. and to their heirs and affigns for ever, all that capital mefsnage and tenement, &c. as by the said recited indenture of bargain and fale (relation thereunto being had) more at large appeareth: It is With a proviso provided, covenanted, granted, concluded, conditioned, to be void on condescended, declared and agreed, by and between all the said par- payment, &c. sies to these presents, for them, their heirs, executors, administrators and affigns, and each of them the said P. R. and W. D. severally and respectively, by and for himself, his respective heirs, executors, administrators and assigns, and not jointly, nor one for the other, nor one for the act of another, doth covenant, promife, grant, condescend and agree to and with the faid J. S. party hereunto, his heirs and affigns, and every of them by these present, that if the said J. S. party hereunto, his heirs, executors, administrators or assigns, or any of them, do and shall, yearly and every year, for and during the space of feven years, to be accounted from the day of the date of these presents, well and truly pay, or cause, &c. unto the said P. R. and W. D. or either of them, their or either of their executors, administrators or affigns, at the now dwelling-house of, &c. the yearly sum or annual payment of 40 l. of, &c. on the 15th day of D. and the 15th day of

7, in every year, by equal portions, without any deduction, allowance, abatement or defalcation to be had, made or claimed, for or by reason, colour or means of any taxes or affestments to be laid or set upon the melluage, lands and premisses aforesaid, or any part thereof, or by colour or means of any rate or rates, affeliment or affeliments, act or acts of parliament, made or to be made, or otherwise howsoever; the fielt payment thereof to begin and be made on the 15th day of D. next ensuing the date of these presents; and also if the said J. S. party hereunto, his heirs, executors, administrators or assigns, do well and truly pay, or cause, &c. unto the said P. R. and W. D. or either of them, or to the executors, administrators or assigns, of them or esther of them, at the place of payment aforefaid, the fum of 500% of like, &c. on the 20th day of J. which shall be in the year, &c. and do make no default of payment of or in any one payment of the funs of money aforesaid: And also, if upon convenient notice given or let at the faid capital meffuage, after the expiration of two years now next enfuing, he the faid J. S. his executors or administrators, shall, within fix months after such notice, pay or cause to be paid to the said P. R. and W. D. or either of them, their or either of their executors or administrators, the said sum of 500 /. and such interest as shall then be behind and unpaid, according to the rate of, &c. that then and from thenceforth the faid recited bargain and fale, and the ufes therein limited, shall cease, determine and be utterly void and of none effect; and that then or at any time afterwards, the faid P. R. &c. their beirs or affigns, shall and will, upon the reasonable request of the faid 7. S. party, &c his heirs or assigns, yield and deliver up the saidindenture of bargain and fale, and that part of these present indentures which is under the hand and feal of the faid J. S. party, &c. if the fame be not in the mean time casually lost, destroyed, cancelled or defaced by five or otherwise, unto him the faid J. S. party, &c. his heirs or assigns, to be cancelled and made void, together with all and fingular the deeds and evidences mentioned in the schedule or inventory bereunto annexed, faving in case of casualty as aforesaid, safe and mcancelled; and then also or at any time afterwards, the said P. R. Betheir heirs and affigns, shall and will upon the like reasonable request, and at the costs and charges in the law of the Laid J. S. party, Ch his heirs or assigns, grant, re-convey and re-assure all and singular the capital melfuage, tenement or manfion-house, lands and hereditaments, in and by the faid recited indenture of bargain and fale granted, basgained, fold and conveyed, with their appurtenances, and every part and parcel thereof, unto the faid J. S. party, &c. his heirs and atfigns, or to such other person or persons as he or they shall in that behalf direct and appoint, freed and discharged of and from all and all manner of former estates, leases, dowers, titles, troubles, charges and incumbrances, had, made, committed or done by them the faid P. R. &c. their heirs and assigns, or any of them, at any time or times before the making of such conveyance or re-assurance, as by the said J. S. party, &c. his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised or advised and required, so that is fuch re-assurance no greater or other warranty be included than only against the said P. R &c. respectively, their respective heirs and asfigure; and so as for the doing thereof the parties who are to join therein he not compelled to travel further than the cities of L, and W. or

one of them: And the faid J. S. party, &c. for himself, his heirs, Covenant to executors, administrators and affigus, and for every of them, doth Pay. &c. covenant, promife, grant and agree, to and with the said P. R. Gr. and each of them, their and each of their executors, administrators and affigns, by these presents, that he the said J. S. party, &c. his heirs, executors, administrators and assigns, or some of them, shall and will from time to time well and truly pay, or cause, &c. unto the said P. R. &c. their executors, administrators or affigns, the said yearly furm or annual payment of 30 l. of. Sc. for and during the said term of five years, and the faid fum of 500% of, Ge. at the place, several days and times above mentioned, for payment thereof, and in manner and form aforelaid, without making default of payment of or in any one payment thereof, and without any deduction, abatement, allowance or defalcation to be had, made or claimed, for or by colour or means of any taxes or affestments to be laid or fet upon the messuage, lands and premisses aforesaid, or for or by reason of any act or acts of parliament, or other wise howsoever; And that in case the said J. S. party, &c. his Incase of default heirs, executors, administrators or assigns, do or shall make any default and payment of of payment, of or in one payment of the yearly fum of 30%. above men folutely to retioned, or of the faid fum of 500%. or any part thereof, contrary to the leafe. form of the covenant or condition above expressed, then if the said P. R. his executors, administrators or assigns, do or stall, at any time skerwards within the space of fix months next after any such default of payment as aforefaid, well and truly pay, or tender to be paid, unto the faid J. S. his heirs or assigns, at, Ge. a further sum of 500 1, of, Sc. (deducting out of the same all such sum and sums of money, as shall then be due and payable for the interest of the sum of sool, first above mentioned,) that then or at any time afterwards he the faid J. S. his heirs or affigns, shall and will, upon the reasonable request, and at the colls and charges in the law, of the faid P. R. &c. their heirs and assigns, or any of them, well and sufficiently, and in due form of law, grant, release, convey and affure all and fingular the faid capital meffuage, tenement, or mansion house, lands and premisses above mentioned, with their appurtenances, and all his and their estate, right, title, interest, power and benefit of redemption, claim and demand whatfoever, of, in, to and out of the same, and every part thereof, unthe faid P. R. &c. their heirs or assigns, or such other person or persons as they, either or any of them, shall in that behalf direct and appoint, freed and discharged of the proviso, condition or agreement shove mentioned, and of all power and benefit of redemption, by fach affurance and conveyance in the law, as by the faid P. R. &c. further, that in case the said P. R. Sc. their executors or assigns, charged of the thall at any time hereafter before the end of the faid term of five years provito, &c. be compelled or compellable by any act or acts of parliament, made or lowered by act to be made, or otherwise, to accept and take less than the rate of 5% of parliament, per cent. for the forbearance of the fum of 100 l. for one year, or less to pay, &c. than the sum of 5 l. per cent. for the 500 l. above mentioned; that then he the faid J. S party, &c. his heirs or assigns, shall and will, at the end of fix months after notice or warning in that behalf given or left by the faid P.R. their or either of their executors, administrators or assigns, at or in the faid capital messuages, well and truly pay or cause to be paid unto the said P. R. &c. their executors, administrators or assigns, at the place of payment aforesaid, the said sum of 500 l. and all such part

And Freed and dif-

may hold till default.

and to much of the faid annual fum of 30 l. above mentioned, as thall That mortgagor be then in arrear, unpaid and unfatisfied: And it is lastly the agreement of the said P. R. &c. for themselves, their heirs and assigns, that the said J. S. party, & his heirs and assigns, shall and may have, hold and enjoy all and fingular the faid capital meffuage, tenement or mansion-house, lands and hereditaments, and every part thereof, and receive and take the rents and profits thereof to his own proper use, until default of payment made of or in some one payment of the payments aforefaid, contrary to the form above declared, without any let, hindrance or impediment, of or by the said P. R. Gc. or either of them, their or either of their heirs, executors or assigns, or either of them. In witness, &c.

> Mortgage by Lease and Release of Part of the Quit-Rents of a Mount, and other Premisses.

The Leafe.

Confideration.

Covenant of bargain and fale. The premisses belonging to a manor; and a manfionhouse, and three other mortgages.

Habendum for a year.

HIS Indenture made, &c. Between J. C. of London, lineadraper, of the one part, and S M. of, &c. doctor in physick, of the other part, Witnesseth, that the said J. C. for and in confideration of the fum of 5 s. of lawful money of Great Britain, to him in hand paid by the faid S. M. the receipt whereof he doth hereby acknowledge, and thereof doth acquit, release and discharge the said S. M. his heirs and affigns, by these presents, and, for divers other causes and confiderations him hereunto moving, Hath bargained and fold, and by these presents Doth bargain and fell unto the said S. M. All and every the part, share, purparty, right, title, interest, claim and debeing quit-rents mand whatfoever, of him the faid J. C. of, in, to or out of all and singular the quit-rents belonging to the manor of, &c. and the profits of the said manor, being together of the yearly value of, &c. or thereabouts, And of, in, to or out of the capital meffuage or manfion-house, with the appurtenances, lying, &c. late in the tenure or occupation of J. O. esq; deceased, And of, in, to or out of all those three messuages or tenements lying, &c. with their appurtenances, one whereof now is or late was in the occupation of E. C. or his assigns, and the other two now are or late were in the occupation of, &c. and of, in, to or out of all and fingular ways, passages, waters, water-courses, light, easements, privileges, advantages, hereditaments and appurtenances whatfoever, to the faid meffuages, lands, tenements, bereditaments and premisses, or any of them belonging or in any wife appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; To have and to hold the said part, share or purparty, right, interest, claim and demand of him the said F. C. of, in, to or out of the said messuages, lands, tenements and hereditaments, their and every of their rights, members and appurtenances, and all and fingular other the premisses herein before mentioned or intended to be hereby bargained and

and fold unto the faid S. M. his executors, administrators and assigns, from the day next before the day of the date of these presents, for and luring, and unto the full end and term of one whole year from thence ext enling, and fully to be complete and ended: Tielding and pay. At the rent of a g therefore unto the faid J. C. his heirs or assigns, the rent of one Pepper-corn. pepper-corn only, on the feast day of, &c. (if lawfully demanded) and the bargaines to more, to the intent and purpose, that by virtue of these presents, may be in ad of the statutes for transferring uses into possession, the said S. M. possession, and may be in the actual possession of all and singular the premisses herein enabled to take after mentioned or intended to be hereby bargained and sold, with a release of the heir and every of their appurtenances, and be thereby enabled to achieve and take a release of the reversion and inheritance thereof, by intenture tripartite, intended to be made between D. C. of London, docof physic, father of the said J. C. on the sirst part, the said J. C. the second part, and the said S. M. on the third part, and to bear hate the day next after the day of the date of these presents. In wilæ∫i, &ç.

The Release.

HIS Indenture tripartite, made, &c. Between D. C. of London, doctor in physic, on the first part, J. C. of, &c. linen-draper, se of the sons of the said D. C. on the second part, and S. M. of London, doctor in physic, on the third part. Whereas J. O. late of, Recital of a will c. deceased, did by his last will and testament in writing, bearing by which the me on or about, &c. (among divers other legacies and bequests there. premises were mentioned) give and bequeath unto the said J. C. and eleven others, bequeathed to to some said daughters of the said D. C. and grandchildren of the said twelve children. 0. the sum of 800 l. a-piece, to be paid to them as is therein paricalarly mentioned; And also gave and bequeathed unto his said grandudren, after the decease of A. H. widow, or to such of them as heald be then living, and should attain the ages therein particularly entioned, and to their heirs for ever, All those quit-rents and profits the manor of, &c. being of the yearly value of, &c. or thereabouts, ed also gave and bequeathed unto his said, &c. as by the said last ill and testament proved and remaining in the prerogative court of enterbury, relation being thereunto had, may more at large appear: and whereas by indenture of assignment or mortgage, bearing date, &c. Recital of an he faid J. F. in consideration of the sum of, Ge. to him in hand assignment by aid by the faid D. C. and for other confiderations therein mentioned, way of mortidalign and fet over unto the faid D. C. All his the Gild & C., gage of one dashign and set over unto the said D. C. All his the said J. C's twelfth share of ight, title, interest, reversion, claim and demand, of, in and to all the premisses. sch share or part of the premisses as is or are given or bequeathed unto the said J. C. or between him and the rest of his brothers and sisters, and by the faid last will, To bold to the said D. C. his executors, Habendum to the idministrators and assigns, under a proviso nevertheless to be void on assignee, under Payment of the sum of, &c. upon the day therein mentioned, and now a proviso to be long fince past, as by the said recited indenture of assignment, relation void on paybeing thereunto had, may more at large appear; And whereas the faid mortgage mortgage mortgage um of, &c. or any part thereof, hath not been yet paid to the said D. ney, which mowhereby the estate and interest of the said D. C. of and in the pre-ney, &c. was

milles, never paid.

Consideration of this present indenture.

miffes, became and is absolute in the law, redeemable nevertheless in equity, upon payment of the said principal sum of, &c. and the interest thereof: Now this Indenture witneffeth, that for and in consideration of the sum of, &c. of lawful money of Great Britain, to the said D. C by the direction and appointment of the faid J. C. testified by his being a party to, and his figning and fealing of these presents, and of the further fum of 5 s. of like lawful money, to the faid J. C. in hand, a or before the sealing and delivery hereof, by the said S. M. well as truly paid, the several receipts whereof they the said D. C. and J. C. do hereby respectively acknowledge, and thereof, and of every part a parcel thereof, do respectively acquit, release and discharge the faid M. his heirs, executors and administrators, by these presents, Hell faid 7. C. by and with the consent of the said D. C. testified by Covenant of re- figning and sealing these presents : And also the faid C. D. Have, each of them Hath granted, bargained, fold, released, aliened and con firmed, and by these presents do, and each of them doth fully and also lutely grant, bargain, fell, alien, release and confirm unto the said & M. (in his actual possession now being, by virtue of an indenture of bargain and fale, bearing date the day next before the day of the

lease of all the premiffes made by the mortgagor and mortgagec.

The premisses.

ings, &c.

fimple.

Covenant of afbefore recited indenture of mortgage,

Also all writ-

of these presents, to him made by the said J. C. for the term of one year, commencing from the day next before the day of the date of the fame indenture, and by force of the statute for transferring ules in poffession) and to his heirs, All and every the part, share, purpart right, title, interest, claim and demand whatsoever of him the faid] C. of, in, to or out of all and every or any of the aforefaid melluses lands, tenements and hereditaments, with the appurtenances, fine lying and being, &c. or any of them being freehold, which, in or the last will of the said 7. O deceased, were devised unto or between the faid 7. C. and the rest of the children of the faid E. C. or men mentioned or intended to to be, in possession, reversion, remainder otherwife. And of, in, to or out of all and fingular grounds, ways, p fages, waters, water-courses, lights, easements, privileges, advantage hereditaments and appurtenances whatfoever, to the faid melforge lands, tenements, hereditaments and premisses, or any of them below ing or in any wife appertaining; And the reversion and reversions, mainder and remainders, yearly and other rents, issues and pro thereof, and every part and parcel thereof, and also all the estate, in title, interest, equity of redemption, property, profit, use, trust, ch and demand whatfoever of him the faid J. C. of, in, or to the fa every or any part and parcel thereof, by virtue of the faid recited will otherwise howfoever, together with all deeds, evidences, writing escripts and muniments whatsoever, which he the said J. C. now last in his hands, eultody or power, touching or concerning the fame, which he can or may come by without fuit in law; To bare and Habendum in fee hold the said part, share and purparty of him the said J. C. and all a simple. Singular other the premisses herein before mentioned or intended to hereby granted or released, with their and every of their rights, me bers and appurrenances, unto the faid S. M. his heirs and affigus ! ever, to the only proper use and behoof of the said S. M. his heres affigns for ever, subject nevertheless to the proviso and condition here figurent of the after mentioned : And this Indenture further winneffeth, that the faid C. and also the faid D. C. with the consent and by the direction and appointment of the said J. C. testified as aforefaid, Have, and each of them Hard bargained, fold, assigned and set over, and by these presents to and each of them doth bargain, fell, affign and for over unto the faid . M. the faid recited indenture of affignment or mortgage, and all and Insular the premisses thereby assigned, or meant, mentioned or intended be alligned, with their and every of their appurtenances, And also all he part, share, purparty, right, title, interest, claim and demand that loever of him the faid J. C. of, in, to or out of the feveral leafeold estates, by the said recited will devised to the said R. C. and the At of his faid brothers and fifters, after the decease of the faid R. O. beir grandmother, and the faid R. C. their mother, or either of them, meant, mentioned or intended so to be, with their and every of rir rights, members and appurtonances, and also the said legacy or in of, &c. devised to him the said J. C. and all other legacies and poefts whatfoever to him made in or by the faid will, and all the part, re, purparty, right, title, interest, claim and demand whatsoever of the faid J. C of, in, to or out of all or any other or further part f the personal estate of the said J. C. deceased, by virtue of the said saited will or otherwise howsoever; To bave and to hold the said re- Habendem to the bod indenture of assignment or mortgage, and all and singular other assignce in see. o premisses herein before mentioned or intended to be hereby assented, th their and every of their rights, members and appartenances, unto laid S. M. his executors, administrators and affigue, from hence-18th, to his and their own proper ale and behoof, as fully and effectuby as he the faid J. C. might, could, should or ought to hold or onthe fame, by virtue of the faid recited will, subject neversheless to Eproviso or condition herein after mentioned, (that is to say) Previde Proviso that the always, and these presents are upon this express condition, That is present indenfaid D. C. and J. C. or either of them, their or either of their ture shall be is, executors or administrators, do or shall well and truly pay or void on payaffe to be paid unto the faid S. M. his executors, admiroidrators or ment of the gm, the full fum of, &c. on, &c. with lawful interest for the same, taxes, &c. by the rate of, Ec. per cent, per annum, without any deduction or Rement whatfoever, for or by reason of taxes or otherwise: And also the faid D. E. and J. C. their heirs, executors, administrators and igns, do and shall well and truly pay and discharge all such taxes, es and affestments as shall be had, rated or affested upon the faid sum Ge, or any part thereof, or upon the faid S. M. his executors, ministrators or affigns, for or by reason thereof, or which shall in any become due or payable by or from him or them, for or by reason of e lending of the said sum of, &c. or any part thereof, upon this preat mortgage, at any time or times hereafter, until the same shall be remid; Then and in such case this present indenture, and the grant, retale and affignment hereby made, shall cease, determine, and be uttervoid and of none effect, any thing herein before contained to the contary thereof in any wife notwithstanding: And the said D. C. and J. Covenantto pay do for themselves, their heirs, executors and administrators, and the money actwery of them, jointly and severally covenant, promise and agree, cording to the and with the faid S. M. his executors, administrators and affigns, provise. and every of them, by these presents, in manner and form following, that is to say) That they the said D. C. and J. C. their heirs, exentors, administrators and assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said S. M. his executors, Administrators or assigns, the said sum of, &c. of lawful money of

Great

Covenant that the affiguors have full power to grant, fell, &cc.

Covenant to make further affurance upon, request, in default of payment.

Covenant for quiet enjoyment, till like default be made.

Great Britain, on the faid, &c. without any deduction, defalcation or abatement whatsoever as aforesaid: And also, that they the said D. C. and J. C. or one of them, now have or hath in him or themselves, good right, full power, and lawful and absolute authority, to bargain, fell, release, assign, transfer and set over, all and singular the premises herein before mentioned or intended to be hereby bargained, fold or releafed, affigned, transferred or fet over, with their and every of their rights, members and appurtenances, unto the faid S. M. his executors. administrators or assigns, in manner and form aforesaid; And that if default shall happen to be made, of or in payment of the said sum of, &c and the interest thereof, or any part thereof, at the day or time herein before limited or appointed for payment thereof, that then and fre thenceforth, at any time or times after such default, they the said D C. and J. C. their heirs, executors, administrators and assigns, a all and every other person and persons, having or lawfully claiming a estate, right, title or interest, of, in, to or out of the said premis hereby bargained, fold, released, assigned or transferred, or any part of parcel thereof, shall and will, upon the reasonable request of the sai S. M. his heirs, executors, administrators or assigns, make, do, as execute, or cause or procure to be made, done and executed,, all and every fuch further and other act and acts, thing and things, conveyan ces and affurances in the law whatfoever, for the further, better more absolute conveying and affuring all and singular the said here bargained, released or assigned premisses, with their and every of the appurtenances, unto the faid S. M. his heirs, executors, administrate and affigus, according to the form, and the true intent and meaning these presents, as by the said S. M. his executors, administrators assigns, or his or their counsel learned in the law, shall be reasonal devised, advised or required: And lastly, the said S. M. for himself his executors, administrators and assigns, doth hereby covenant, per mise and agree, to and with the said J. C. his heirs, executors as administrators, by these presents, that until default shall happen to be made, of or in payment of the faid sum of, &c. and the interest there of, or some part thereof, he the said J. C. his heirs, executors, ministrators and assigns, shall or may peaceably and quietly have, ho use, occupy, possess and enjoy the said hereby bargained, released as assigned premisses, and every part and parcel thereof, and accept take the rents, issues and profits thereof, to his and their own prouse and behoof, without any account to be made or given to the fe S. M. his executors, administrators or assigns, for or concerning the fame. In Witness, &c.

A Mortge

A Mortgage of a Plantation in the West-Indies, with very special Claufes.

HIS Indenture made the —— day of —— in the thirtieth year of the reign of our fovereign lord George the Third, by the grace God, of Great Britain, France and Ireland, king, defender of the ith, and so forth, and in the year of our Lord 1790, Between T. P. f --- in the county of --- esq; of the first part; C. F. of --e county of - fpinster, and E. F. of - in the county of infter, which said C. F. and E. F. are two of the daughters and cotiresses of G. F. late of --- in the county of --- esq; deceased of the said G. F. L. M. of — in the county of — widow and relict the said G. F. L. M. of — in the county of — R. R. of the county of ---- esq; executors named and appointed in the last and testament of the said G. F. deceased, of the third part; and S. of - in the city of - merchant, of the fourth part everal prior mortgages to G. F. recited]; And Whereas the said prinpal fums of ---!. and ---!. or either of them, and interest for the same were not paid to the said G. F. at the days and nes mentioned and appointed for payment thereof, in and by the faid peral herein before in part recited indentures, whereby the estate and perest of the said G. F. of and in the same hereditaments, became abste in law; And eubereas the said G. F. departed this life on or about - day of which was in the year 17-, having duly made and pubed his last will and testament, in writing, bearing date the -th day - then last past, and appointed his said wife $I.\ F.$ the said $L.\ M.$ **L.R.** and T H. executors of his faid will, and leaving the faid C. F. d E. F. who then had attained their respective ages of 21 years, and F. an infant, his three daughters and co heiresses; And whereas the M. T. P. being in great want of a further sum of money to keep up. flock of the faid plantation, and for other necessary purposes, has blied to the said G. S. to advance him the further sum of 12000 /. upmortgage of the several plantations, lands, and hereditaments hereafter mentioned, which he has agreed to do, upon condition that all rties interested in the said plantations, will consent and agree to give iority to his mortgage, in manner and upon the contingencies herein fter particularly mentioned, which they, in order to enable the faid T. P. effectually and legally to secure the said sum of 12000/. in manner berein after mentioned, have agreed to do: Now this Indenture wit- Consideration. effetb, that in pursuance and performance of the said recited agreement, d for and in confideration of the sum of 4000 l. of lawful money of Freat Britain, part of the said sum of 12000 l to the said T. P. in and, well and truly paid by the faid G. S. at or immediately before the caling and delivery of these presents, the receipt whereof the said T. P. doth hereby acknowledge, and thereof, and of every part thereof, soth acquit, exonerate, release and for ever discharge the said G. S. his executors and administrators, and every of them, by these presents, and

Transfer.

for securing the repayment of the said sum of 4000 L and of all such further fum and fums of money, to be hereafter advanced by them, any of them, for the stocking and supplying with negroes, cattle at stores, and otherwise for the benefit, culture and improvement of the faid plantations, or either of them, not exceeding in the whole; with the faid fum of 4000 l. so advanced as aforesaid, the full sum of 12000 with interest for the same, from the respective times of advancement thereof, in manner herein after mentioned, he the said T. P. hath gran ed, bargained, fold, aliented, released, assigned and confirmed, as thefe preferms doth grant, bargain, fell, alien, release, affign and o firm water the faid G. S. (so much and such part or pasts of the meffuages, renements, plantations, lands, hereditaments, and all a fingular other the premisses hereby granted and released, or mention and intended to to be, as, is, or are freehold, or of the nature of estate of freehold and inheritance, and every part thereof, with the partenances thereto belonging, in his actual possession, now being virtue of a bargain and fale to him thereof made by the faid T. P. 1 five shillings consideration, by indenture bearing date the day next ! fore the day of the date of these presents, for one whole year, of mencing from the day next before the day of the date of the faid ? denture of bargain and fale, and by force of the statute made for true ferring uses into possession) and to his heirs, executors, adminished and affigns respectively, All that and those, &t. And also, all message tenements, edifices, erections, buildings, houses, store-houses, so houses, boiling houses, curing-houses, mill and kilns erected, b standing and being, or to be erected, built, standing or being in or t

General words.

the faid two several plantations, lands, grounds, heredituments and misses, every or any part thereof, with their and every of their right privileges, members and appurtenances; And also all negroes and o flaves, men, and women, and children, in the schedule hereums nexed, particularly mentioned and described, and the increase and geny of the same negroes and slaves, and all other negroes and s of every age, fex and capacity, with all and every of their prefeat future issue; and also all horses, cows, mules, oxen, sheep, and s cattle whatfoever, and all coppers, stews, ladles, skimmers, pening fons, fugar pots, stills, still heads, worms, worm tubs, coolers, terns, plantation tools, and all other implements, goods and cha and all ways, paths and other poffages, wells, acquedacts, waters, ter-courfes, trees, woods, underwoods, and the ground and foil to of, hedges, ditches, mounds, fences, commons, rights of common liberties, privileges, profits, commodities, emoluments, advanta hereditaments and appurtenances whatfoever, unto the faid mellist buildings, plantations, lands, grounds, hereditaments, and all and gular other the premisses hereby or mentioned and intended to be he granted, released, bargained, sold and assigned, every or any of the or any part or parcel thereof belonging, or in any wife appertaining with them, or any of them, held, ufed, occupied, poffeffed or enjoye or accepted, reputed, deemed, taken or known, as part or parce them, or of any of them, or appurtenant thereto, and the reverboat reversions, remainder and remainders, yearly and other rents, and profits and produce of all and fingular the faid feveral meffuges or t ments, plantations, lands, negroes, flaves, cattle, utenfils, heret

ments and premisses herein before by these presents granted, bargained, ald, released and assigned, or mentioned and intended so to be, and of very part and parcel thereof; And also all the estate, right, title, inteill, inheritance, equity of redemption, use, trust, property, claim and lemand whatfoever, both at law and in equity, and in possession, remainer, reversion, expectancy or otherwise howsoever of him the said T. L of, in, to, or out of the faid melluages, buildings, plantations, and, grounds, negroes, flaves, cattle, utenfils, hereditaments and ther the premisses hereby or mentioned and intended to be hereby grantd, bargained, fold and releafed, or any of them, or any part or parcel hereof, To have and to hold so much and such part or parts of the said Habendum. refluages, buildings, two several plantations, lands, grounds, negroes, wes, cattle, utenfils, hereditaments and all and fingular other the prehilles hereby or mentioned and intended to be hereby granted, bargain-, fold, affigued and released as is or are freehold, or of the nature an estate of freehold and inheritance, and every part sereof, with the appurtenances thereunto belonging, unto the faid G. L his heirs and assigns, to the use and behoof of him the said G. S. his pirs and affigns for ever, and to have and to hold so much and such art or parts of the faid premisses hereby granted, bargained, fold and gned, or intended to to be, as is or are perfonal effate, or of the naere of a chattel interest, and every part thereof, with the appurtenances are to belonging, unto the faid G. S. his executors, administrators and signs, for his and their own use and benefit, subject to the proviso and mement next herein after contained for redemption of the premiffes; hat is to say) Provided always neverthelese, and it is hereby declared Proviso for re-d agreed by and between the said parties to these presents, that if the demption. d do well and truly pay or cause to be paid unto the said G. S. his exeprs, administrators and assigns, at or in the common dining-hall of Middle Temple, London, the full and just sum of 4600 l. of lawful ney of Great Britain, without any deduction or abatement out of t fame, or any part thereof, for or in respect of any taxes, charges, eliments, payments or other matter, cause or thing whatsoever taxed, arged, affested or imposed, or to be taxed, charged, affested or imfed upon the said messages, buildings, plantations, lands, grounds, groes, flaves, cattle, utenfils, hereditaments and other the premisses reby or mentioned and intended to be hereby granted, bargained, fold, med and released, respectively, or any of them, or upon the said L bis beirs, executors, administrators or assigns, respectively, for in respect thereof, by authority of parliament, act of assembly or erwise howsoever, the said sum of 4000 s. with the interest thereof Pasoresaid, to be paid in manner sollowing, (that is to say) the sum of pol. being the first year's interest, for the said sum of 4000 l. on the -day of --- which will be in the year 1791, the further fum of ol. for another year's interest thereof, on the ---- day of ---- which be in the year 1792, &c. &c. &c. and the sum of 4200% being e residue and remainder thereof, on the ---- day of ---- which will his the year 1797, and also all and singular such further and other sums money not exceeding in the whole, with the faid fum of 4000 /. the id principal fum of 12000 l. as he the faid G. S. shall hernafter lay aut, advance or pay (at the request and with the consent of the said 7.

P. his heirs or assigns,) for providing and furnishing negroes, cattle and stores, for the working and improving of the said plantations, or either of them, or in the discharge of any contract or debt already made of incurred for that purpose, together with interest for the same at and as ter the rate aforefaid to be computed from the respective times of payment or advancement thereof, and all further fum or fums of money act exceeding the sum of 12000 s. with the interest thereof hereafter to be advanced as aforefaid, to be paid in the fame manner and at the fame days and times as the faid fum of 4000 l, and the interest thereof is made payable, it being the intention of these presents, and the parties hereto, that the faid fum of 4000 l. already advanced, and the faid fund of 8000 l. making together the faid fum of 12000 l. hereby agreed to be advanced as aforefaid, or so much thereof as shall from time to time hereafter be advanced, shall be paid on the ---- day of ---- which will be in the year of our Lord 1797, with interest for the same at the rate aforesaid in the mean time, then and in such case he the said G. S. his executors, administrators or assigns, shall and will at any time or times thereafter, upon the requell, and at the costs and charges in the law of the faid T. P. his heirs, executors, administrators or assigns, respectively re-convey and re-affure so much and such part or parts of the said messuages, buildings, plantations, lands, grounds, negroes, slaves, cattle, utenfils, hereditaments and other the premisses mentioned and in tended to be hereby granted, bargained, fold and released, with their appurtenances, as is or are freehold, or of the nature of an estate of freehold and inheritance, and every part thereof, with the appurtenances thereto belonging, unto the faid T. P. his heirs or assigns, and so much and fuch part or parts of the faid premisses granted, bargained and fold, or intended to to be, as is or are personal estate, or of the nature of a chattel-interest, and every part thereof, with the appurtenances thereto belonging, unto the faid T. P. his executors, administrators or affigure. or as he or they shall in that behalf respectively direct or appoint, free from all incumbrances made or done, or to be made or done by the full G. S. his heirs, executors, administrators or assigns, or any other person or persons lawfully claiming or to claim, by, from or under him them or any of them, any thing herein contained to the contrary there in any wife notwithstanding; And the said T. P. for himself, his heirs executors and administrators, doth promise, covenant, grant and agree, and with the faid G. S. his executors, administrators and affigues, b these presents, in manner following, (that is to say) that he the said Ta P. his heirs, executors or administrators, or some or one of them shall and will well and truly pay or cause to be paid unto the said G. & his executors, administrators or assigns, the said sum of 4000/. now ad vanced, and all further and other sums or sum of money hereafter tob advanced by him the faid G. S. as aforefaid, at fuch times and place, as in such manner and form as are herein before mentioned for payment thereof, without any deduction or abatement for taxes or otherwife, at aforesaid, according to the purport of the aforesaid proviso, and the true intent and meaning of these presents; And also shall and will, at his and their proper costs and charges, bear, fatisfy and pay all fuch taxes charges, affefiments and payments as aforefaid, and thereof and therefrom shall and will save, defend, keep harmless and indemnified, the faid G. S. his heirs, executors, administrators and affigns, and every

Covenant for payment of the money,

and taxes.

of them respectively, and the said sum of --- I, and also at and and gular further and other fum and fums to be paid and advanced as aforefaid, with interest for the same, at the rate aforesaid, and also all such costs, charges, damages and expences to be incurred, as abovesaid, for ever, by these presents; And that he the said T. P. now is, and Seised in see. flands lawfully, rightfully and absolutely seised of and in, or well and sufficiently intitled unto the faid messuages, buildings, plantations, lands, grounds, hereditaments and other the freehold premisses mentioned and intended to be hereby granted and released as aforesaid with their and every of their appurtenances, of a good, fure, perfect, absolute and indeseasible estate of inheritance in see-simple in possession, without any manner of condition, contingent provilo, power of limitation, new or other use or uses, or any other restraint, matter, cause or thing whatsoever, (except as herein after excepted) to alter, change, charge, defeat, incumber, revoke, or make void the same; And also that he the said Hath good TP now hath in himself good right, full power, and lawful and ab-right to confolute authority to grant, bargain, fell, assign and release the said mes- veyfuages, buildings, plantations, lands, grounds, negroes, flaves, cattle, utenfils, hereditaments and other the premisses respectively herein before mentioned to be hereby granted, bargained, fold, released and affigned respectively unto and to the use of the said G S, his heirs, executors, administrators and affigns, in manner aforefaid, and according to the true intent and meaning of these presents (except as is herein after excepted) And further, that it shall and may be lawful to and for the said Quiet enjoy-G. S. his heirs, executors, administrators and assigns, respectively, ment. from time to time, and at all times, from and after default shall happen to be made, of or in payment of the faid sum of 4000 l now advanced, or any further or other fum or fums hereafter to be advanced by him the faid G. S. as aforefaid, or any part of them, or of the interest thereof, or any part thereof, contrary to the form and effect of the aforesaid proviso and covenant herein before contained for payment of the same, and the true intent and meaning of these presents, peaceably and quietly to enter upon, and have, hold and enjoy, all the faid meffuages, buildings, plantations, lands, grounds, negroes, slaves, utentils; hereditaments and other the premisses herein before mentioned to be by the said T. P. granted, bargained, fold, released and assigned, respectively, with their appurtenances, and receive and take the rents, iffues, profits and produce thereof, and of every part thereof, to and for his and their own use and benefit, without any let, suit, trouble, interruption or disturbance whatsoever, of, from or by the said T. P. his heirs, executors or administrators, or any other person or persons whomsoever, and that free and clear, and freely, clearly and absolutely acquitted. exonerated and discharged, or by the said T. P. his heirs, executors Free from in-or administrators, saved, desended, kept harmless and indemnished, of, cumbrances. from and against all and all manner of former and other gifts, grants, bargains, fales, leafes and releafes, mortgages, fettlements, jointures, dowers, right and title of dower, uses, intails, trusts, rents, arrears of rent, flatutes, recognizances, judgments, elegits, extents, executions, debts of record, debts due to the king's majesty, forfcitures, re-entries, cause and causes of forfeiture and re-entry, and of and from and against all other charges and incumbrances whatsoever, had, made, committed, fuffered or done by him the faid T. P. his Wol. V. Rτ

Exceptions.

heirs, executors, administrators or assigns, or by any other person of persons whomsoever, except the within mentioned two several indentures bearing date respectively on or about the ---- day of ---- and the - day of ---- whereby the faid T. P. for the confiderations therein mentioned, did grant, bargain and fell the faid messuages, buildings, plantations, lands, grounds, hereditaments and other the premittes hereby or mentioned to be hereby granted, bargained, fold, affigued and released, with their appurtenances, by way of mortgage, unto the said G. F. since deceased, his heirs, executors, administrators and affigns, respectively, for securing to the said G. F. his executors, administrators and assigns, the said sum of --- /. principal money, with interest for the same, as before mentioned; And also except the said indenture bearing date the --- day of --- which was in the year whereby the faid T. P. for the confideration therein mentioned charged the same hereditaments and premisses, with their appurtenances, by way of mortgage, with the payment of the further fam of ---- !. principal money, with interest for the same, as before mentioned, to the said G. F. And also except the said indenture bearing date on or about theday of --- in the present year --- whereby the said T. P. for the confideration therein mentioned, charged the same hereditaments and premiffes, with their appurtenances, by way of mortgage, with the payment of the further fum of —— I. with interest for the same as before mentioned, unto the faid J. F. widow, L. M. R. R. Gr. as aforefaid, which faid feveral last mentioned mortgages and charges are intended to be herein after postponed in certain events herein after particularly mentioned, and not otherwise, until after the said sum of 4000. now advanced, or any further fum or fams to be hereafter advanced by the faid G. S. not exceeding the sum of 12000 l. and interest thereof, shall have been paid and fatisfied as herein before is mentioned; And the faid T. P. doth for himfelf, his heirs, executors and administrators, hereby forther promise, grant and agree, to and with the said G. S. his heirs, executors, administrators and assigns, that he the said T. P. his heirs, exccutors, administrators and assigns respectively, and all other person or persons, except the said J. H. L. M. R. R. their heirs, executors, administrators and alligns, for and in respect of the several recited mortgages and securities herein before excepted, having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, truk or interest, either at law or in equity, of, in, to or out of the said melfuages, buildings, plantations, lands, grounds, negroes, flaves, hereditaments and premisses mentioned and intended to be hereby granted, bargained, fold, assigned and released, respectively, or any of them, or any part thereof, shall and will from time to time, and at all times from and after default shall happen to be made of and in payment of the faid fum of 4000 l. now advanced, or any part thereof, or of or in any funi or fums hereafter to be advanced as aforefaid, not exceeding in the whole the faid principal fum of 12000 l. and interest thereas, and of any part thereof, contrary to the form and effect of the aforefaid provide and covenant for payment of the same, and the true intent and meaning of these presents, upon every reasonable request and at the proper costs and charges in the law of the faid T. P. his heits, executors, administrators and assigns, make, do, acknowledge, suffer and execute, perform, perfect and finish, or cause and procure to be made, door. acknowledged,

Further affur-

acknowledged, levied, fuffered and executed, performed, perfected and finished all and every such further and other lawful and reasonable act or acts, deed or deeds, thing and things, conveyances, releases and affurences in the law whatfoever, for the further, better, more perfect and ablute conveying, granting, bargaining, felling, assigning, releasing, affuring and fure-making all and fingular the faid messuages, buildings, plantations, lands, grounds, negroes, flaves, utenfils, hereditaments and other the premiffes herein before by these presents granted, bargained, fold, affigned, released and conveyed, or mentioned and intended to to be, with their and every of their appurtenances, unto and to the we and behoof of the faid G. S. his heirs, executors, administrators and affigus, in manner aforefaid, be the same by deed or deeds involled or not involled, or otherwise howsoever, freed and absolutely disfcharged of and from the aforefuld provifo and agreement herein before comained, and all provides and agreements for redemption of the fame premission, or any part shereof, as by the said G. S. his heirs, executors, administrators and assigns, or his or their counsel learned in the law, had be seafonably advised or devised and required; And also that he she Keep the planfaid T. P. his executors and administrators, shall and will from time to tation and stock time, and at all times thereafter during the continuance of the faid mort- in proper order. gage, well and sufficiently support, maintain, and keep in good and sufficient repair, the said messuages, plantations and premisses; and also had and will at all times during the continuance of the same mortgage, keep up, preferve, conew and replace as often as need that require, the flock of negroes, mules, cattle, coppers, mills, kills, and all other implements and usenfils of and belonging to, and proper for the faid two keeral plantations and premiffes, and every part thereof, and shall and will from time to time, and at all times during the continuance of the laid mortgage, convey, assign and affire, according to the nature and quality thereof, all fuch new stock as shall or may be purchased within a reasonable time after the purchase thereof, unto the said G. S. his heirs, executors, administrators and assigns, or some or one of them, according to the nature or quality thereof, subject nevertheless to the provide and agreement for redemption herein before expressed of and concerning the said mortgaged bereditaments and premisses; And it is hereby That mortgadeclared and agreed, by and between all the faid parties to these pre- gor shall enjoy fents, that in the mean time and until default shall happen to be made of until default of er in payment of the faid sum of 40001. now advanced, or some part payment. thereof, constary to the form or effect of the same provile and covenant berein before contained for payment of the fame, it shall and may be lawful to and for the faid T. P. and his beirs, peaceably and quietly to have, hold and enjoy the faid moffuages, buildings, plantations, lands, grounds, negroes, flaves, cattle, utenfils, hereditaments and other the premisses mentioned and intended to be hereby granted, bargained, fold, Migned and released, and to receive and take the rents, produce and profits thereof, and of every part thereof, to and for their own use and benefit, without the lawful let, fuit, trouble or interruption of or by the faid G. S. his heirs, executors, administrators or affigns, or any of them, or of or by any other person or persons lawfully claiming or to claim, from, by or under, or in trult for him, them, or any of them. And this Undenture further witnesseth, that for the better and more effect To postpone tually securing the payment of the faid sum of 4000 s. and the interest prior more-Rr 2

now gages.

now advanced by the said G. S. and all further sums and sum to be advanced as aforefaid, not exceeding the faid fum of 12000. and the interest thereof, after the rate aforesaid, to the said G. S. his executors, administrators and assigns, at the times and place, and in manner aforefaid, the faid C. F. for herself, her heirs, executors and administrators, and the faid E. F. for herfelf, her heirs, executors and administrators, and the said J. F. for hersels, her heirs, executors and administrators, and the faid L. M. for himself, his heirs, executors and administrators, and the said R. R. for himself, his heirs, executors and administrators, and the said T. H. for himself, his heirs, executors and administrators, do, and each of them doth, severally and respectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors and administrators of the other or others of them, but each of them for herself and himself, and her and his own acts, deeds, beirs, executors and administrators only, and so far as they respectively can, and lawfully may covenant, promile and agree, to and with the faid G. S. his heirs and affigns, that They the faid C. F. E. F. J. F. J. K. L. M. R. R. and T. H. or any of them, or any of their heirs, executors, administrators and assigns, shall not, or will, during such time as the said sum of 4000 % and the interest thereof, or any part thereof respectively, now advanced, or any further sum or sums to be advanced by them the faid G. S. not exceeding in the whole the fum of 12000 l. and interest for the same, shall be due and owing on this prefent mortgage or fecurity, take out execution upon any judgment or judgments, or file any bill or bills of foreclosure, or commence any proceedings either at law or in equity, for recovering the faid sums of -and --- &c. so due to them as aforesaid, but that the said sum of 4000 l, and other fum or fums to be advanced as aforefaid, not exceeding in the whole the faid fum of 12000 /. and interest for the same, shall take place and be paid before the faid several sums of ---- !--1. and --- 1. so advanced on mortgage of the said hereditaments and premisses herein before mentioned and intended to be hereby granted, released and assigned, and the interest thereof respectively; and all mortgages, judgments and fecurities for the same respectively; And that in every case and event the payment of the said several and respective sums of ----!. ----!. -—1. and — — 1. each and every of them, and the interest thereof respectively, shall be postponed until the faid tum of 4000 l. now advanced, and all further fum and fums to be advanced as aforefaid, not exceeding the faid fum of 12000 l. and interest thereof, and every part thereof, shall be fully paid and discharged, so as to give the said sum of 12000 /. and the interest thereof, or so much thereof as shall be advanced as aforesaid, a priority to the said sums of *∸l.* − — 1. and — -L and the interest thereof, and of each and every of them respectively; and also that the said C F. E. F. L. M. R. R. T. H. and G. S. or their affigns, shall not claim the faid feveral sums of -1. -1. and -1. or the interest thereof, or of any of them respectively, or any part thereof, out of the faid bereditaments and premisses hereby granted, bargained, fold, affigned and released respectively, or mentioned and intended so to be, until the faid sum of 12000 L and the interest thereof as shall have been advanced as aforesaid, shall be fully paid unto the said G. S. his executors, administrators and assigns; And it is hereby further agreed by and

between all the said parties to these presents, that the said C. F. and That former E F shall, from the day of the date of these presents stand seised and mortgagees possessed of the said messuages, buildings, plantations, grounds, heresed to be hereby granted and released, and bargained, fold and assigned fit of present respectively, with t eir and every of their appurtenances, In Trust for mortgages. securing to him the said G. S. his heirs and assigns, in manner aforesaid, the faid sum of 4000 l. now advanced, and paid by him, and all other fum or fums to be hereafter advanced as aforefaid, not exceeding in the whole the faid sum of 12000 l. clear of all deductions whatsoever; And also interest for the same, and any part thereof, from the time of the advancement thereof, until payment of the principal, after the rate of -1. per cent. per annum, by half yearly payments, at the days and times, and in such manner as the same is secured and made payable to the faid G. S. his executors, administrators and affigns, by these pre--1 and --- 1. and the interest thereof, and of every part thereof, herein before mentioned and intended to be hereby postponed as aforefaid; And it is hereby further declared and agreed by and between Configurments all the faid parties to these presents, and the said T. P. doth hereby for to be made to himfelf, his heirs, executors and administrators, covenant, promife and the mortgagee. agree, with and to the faid G. S. his executors, administrators and affigns, that for the better and more effectually fecuring unto the faid G. 5. his executors, administrators and assigns, the punctual payment of the growing interest of the said sum of 4000 l. now advanced, and of fuch future fum or fums as shall be hereafter advanced by him, not exceeding the faid fum of 12000 l. as aforefaid, at the days and times. and in manner herein before mentioned, the produce and profits of the faid two several plantations, hereditaments and premisses, shall from time to time as the same shall arise, during the continuance of the said mortgage to the said G. S. be configued unto him the said G. S. his executors, administrators or assigns, to be sold; And that the said G. S. his executors, administrators and affigns, shall stand possessed of and interested in the monies to be received on the sale thereof, upon the trusts. and to the intents and purposes following, that is to say, Upon Trust, in the first place, to retain and pay himself or themselves the half yearly interest of the said principal sum of 4000 l. now advanced, and of such other fum or fums as shall hereafter be advanced in pursuance of the agreement herein before mentioned, not exceeding the sum of 12000 1. as aforefaid. And from and after payment thereof, then upon truft, in the next place, to pay and dispose of the rest of the said monies so received by him the faid G. S. his executors or administrators, as aforefaid, unto the faid T. P. his executors or administrators, or as he or they shall direct or appoint. In Witness, &c.

Leafe for a Year between H. C. the Hufband, of the one Part, and R. C. of the other Part.

The Indenture of Grant and Release by Way of Mortgage, with a Covenant to levy a Fine, and other special Covenants.

Covenant of grant and re-Teafe. Confideration. Recital of the bargain and fale.

HIS Indenture, made, &c. Between H. C. of London, winecooper, and M. his wife, of the one part; and R. C. citizen and draper of London, of the other part; Witneffeth, that the said H. C. and M. his wife, for and in confideration of the sum of, &c. of lawful, Uc. to the said H. C. in hand, at or before the sealing hereof by the faid R. C. well and truly paid, the receipt whereof he the faid H. C. doth hereby acknowledge, and thereof, and of and from every part and parcel thereof, doth acquit, exonerate and discharge the said R. C. his heirs, executors and administrators, and every of them by these presents, and for divers other good causes and considerations them the faid H. C. and M. his wife hereanto moving, Have granted, bargained, fold, aliened, released and confirmed, and by these presents De trant, bargain, sell, alico, release and confirm unto the said R. C. (in his actual possession now being, by virtue of a bargain and sale to him thereof made by the faid H. C. by indenture, bearing date the day next before the day of the date of these presents, for the term of one whole year, commencing from the day next before the day of the date of the said indenture of bargain and sale, and by virtue of the statute for transferring uses into possession) and to his heirs, All that messuage, house or tenement, with the appurtenances, (prout in lease pro auso ufque To have, &c. and all rent and rents, yearly and other profits refereed, due and payable upon any demife, leafe or grant, demifes, leafes of grants heretofore made of the premisses, or of any part of parcel thereof; And all the estate, right, title, interest, trust, claim and demand what loever, either in law or in equity, of them the faid A. C. and M. his wife, of, in, and to the premisses, and every or any part or parcel of the same, together with all deeds, evidences, escripts and writing whatfoever, touching or concerning the premisses, or any part or parcel thereof; All which faid hereby granted and released premisses were formerly part of the estate of dame E. H. of the city of Westminster, widow, who by her last will and testament devised the same, (among other things) to B. R. esq; Sir R. E. knt. Sir J. H. bart. and J. T. esq; her four grand children, of whom the same were afterwards purchased by S. C. of Gray's lan, in the county of Middlefex, gent. and were conveyed to him by bargain and fale, inrolled in the high court of chancery, bearing date, &c. and the faid J. C. by his last will and teftament bequeathed the same to the said H. C. his nephew, and to his heirs and affigns for ever, subject nevertheless to the payment of his debts and legacies, in such manner as by the said will is ordered and

Bakendum to the directed; To have and to hold the faid melfuage, house or tenement, ple of the relef- and all and fingular other the premisses hereby granted and released, or see in fee. meant, mentioned or intended to be hereby granted or releafed, with

their

their and every of their rights, members and apputtenances, unto the faid R. C. his heirs and affigns for ever, to the only proper use and behoof of the faid R. C. his heirs and assigns for ever: Provided al- Proviso, to be ways that if the said H. C. his heirs, executors, administrators or void on payassigns, shall, and do well and truly pay or cause to be paid unto the said ment of a sum R. C. his executors, administrators or assigns, the full sum of, &c. of money. of lawful English money upon, Ge, next ensuing the date hereof, at or in the dwelling-house of the said R. C. situate, &c. without any deduction, defalcation or abatement to be made for or in respect of any taxes. charges, affelfments, contributions, rates, or other matter or thing whatloever, ordinary or extraordinary, which now are or hereafter hall or may be laid, affeffed, taxed or imposed by authority of parliament, or by any other authority or power in any wife howfoever; That then and from thenceforth this prefent indenture, and all the effate and interest hereby granted and conveyed, shall cease, determine, and be absolutely void and frustrate, to all intents and purposes: And the said Covenant for H. C. for himself, his heirs, executors, administrators and assigns, by payment of the these presents, in manner and form following; (that is to say) that money. be the faid H. C. his heirs, executors, administrators and ailigus, or some of them, shall and will well and truly pay or cause to be paid unto the faid R. C. his executors, administrators or assigns, the said sum of, Us. and every part and parcel thereof, at the day and place herein before limited and appointed for payment thereof, without any deduction, defalcation or abatement as aforefaid; And also shall and will in the Covenant to pay mean time, and until the faid fum of, &c. be fully paid and fatisfied, all taxes till paybear, pay and discharge all such rates, taxes, charges and affelfments, ment. which shall or may be taxed, laid, rated or affested by authority of parhament, or otherwise howsoever, upon the said sum of, &c. or any interest bereafter to grow due for the same, or any part thereof, or upon the said R. C. his executors, administrators or assigns, for or in respect thereof, or any part thereof, or otherwise shall and will well and inficiently save, defend, keep harmless and indemnified, the said R. C. his heirs, executors, administrators and assigns, of, from and against the same, and all penalties, forfeitures and damages, that shall or may arile, happen or be incurred for or by reason of the non-payment thereof; And that the faid H. C. at the time of the sealing and delivery of Covenant that these presents, is the sole, true and lawful owner and proprietor of the the grantor is faid meffuage, house or tenement, and premisses, hereby granted and lawfully possess. released, or meant, mentioned or intended to be hereby granted and re- ed of the preleafed, and every part and parcel thereof, and folely, lawfully and miffes; rightfully seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible estate of inheritance in see-simple, without any condition, proviso or limitation of use or uses, or other restraint, matter or thing whatsoever, to determine, alter, change, or defeat the same : And that he the said H. C. and the said M. his and hath full wife, or one of them, now have or hath good right or title to grant and power to grant, release all and singular the premisses herein before mentioned or intended &. to be hereby granted or released, with their and every of their rights, members and appurtenances, unto the faid R. C. his heirs and assigns. in manner and form aforesaid: And further, that if default shall hap-pen to be made, of or in payment of the said money, herein before co-the grantee to venanted to be paid, or of any part thereof, that then and from thence-enter upon faiforth it shall and may be lawful to and for the said R. C. his heirs and sure of pay-

affigns, ment.

Covenant that premiffes are free from incumbrances.

Covenant to the premiffes, to the use of the grantec.

Covenant in deto make fuch further affushall advise.

Covenant declaring the uses of the fine.

assingns, into and upon all and singular the premisses, with their and every of their rights, members and appurtenances, to enter, and the fame from thenceforth peaceably and quietly to have, hold and enjoy, and the rents, iffues and profits thereof to receive and take, without any let, trouble, hindrance, eviction, expulsion or interruption, of or by the f.iid H. C. his heirs or affigns, or any other person or persons whatfoever: And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said H C. his heirs, executors, administrators and affigns, or some of them, from time to time well and fufficiently faved, kept harmless and indemnified of and from all manner of former and other bargains and fales, gifts, grants, jointures, dowers, intails, leafes, mortgages, estates, titles, troubles, debts, legacies, charges and incumbrances what loever : And likewife, levy a fine of all that he the faid H. C. and the faid M. his wife, shall and will, at the colls and charges of the faid H. C. before the end of Michaelmas term next, acknowledge and levy in due form of law in his majefty's court of common pleas at Westminster, one fine sur conusance de droit come ces, &c. to be ingrossed, recorded and sued forth with proclamations, according to the laws and statutes of England in such case made and provided, and according to the usual course of fines, in such case used and accustomed, unto the said R. C. and his heirs, of all that the said mesfuage, house or tenement, and all and singular other the premisses herein before mentioned or intended to be hereby granted and released, with their and every of their rights, members and appurtenances, by fuch name and names, and fuch other descriptions as shall be thought requifite or needful in that behalf: And that the said R. C. his heirs fault of payment and assigns, and all and every other person or persons having or lawfully claiming any estate, right, title or interest, of, in, to or out of the said hereby granted and released premisses, or any part or parcel thereof, rance as counsel shall and will, at any time after breach or default shall happen to be made of or in payment of the money herein before covenanted to be paid, or any part thereof, upon the reasonable request of the said R. C. his heirs or affigns, at the proper costs and charges in the law of him the faid R. C. his heirs, executors or administrators, make, do, acknowledge, levy, fuffer and execute all and every fuch further and other ad and acts, thing and thinge, devifes and affurances in the law whatfoever, for the better and more fure and absolute conveying and assuring of all and fingular the same premisses, with their and every of their rights, members and appurtenance, unto the faid R. C. his heirs and affigues, according to the true intent and meaning of these presents, as by the faid R. C. his heirs or affigns, or his or their counsel learned in the law, shall be reasonably devised advised or required: And it is hereby covenanted, declared and agreed by and between all the faid parties to these presents, that the said fine so as aforesaid, or in any other manner to be acknowledged or levied, and all and every other fine or fines, recoveries, conveyances and affurances, of or concerning the premisfes, or any part thereof, had, made, or fuffered, or to be had, made or fuffered, by and between the faid parties to these presents, or any of them, and the force and execution of the same, shall be and enure, and shall be adjudged, conftrued, deemed and taken to be and enure, to the only proper use and behoof of the said R. C his heirs, and assigns for ever, subject nevertheless to the proviso or condition of redemption herein above mentioned and expressed: And the said R. C. for himself.

his heirs and assigns, doth covenant and promise, to and with the said Covenant that H. C. his heirs and assigns, by these presents, that until default shall the grantor thall happen to be made, of or in payment of the said sum of, &c. herein enjoy, &c. before covenanted to be paid, or some part thereof, the said R. C. his till default of heirs and assigns, shall and will permit and suffer the said H C. his payment. heirs or affigns, peaceably and quietly to hold and enjoy the faid mefsuage or tenement, and all and singular other the premisses hereby granted or released, or meant, mentioned or intended to be hereby granted or released, with their and every of their rights, members and appurtenances, and to receive, take and enjoy to his and their own use. the reats, issues and profits thereof, without any lawful let, suit, hindrance or interruption, of or by him the faid R. C. his heirs or alfigns, and without any account to be made or given to the faid R. C. his heirs or assigns, for or concerning the same. In witness, &c.

Bargain and Sale of the fourth Part of a Farm, Lands, &c. for five bundred Years, by way of Mortgage.

HIS Indenture, made, &c. Between J. G. of London, mer-Confideration chant of the one part, and S S. of London, grocer, on the other part, Witnesselb, that the said J. G. as as well for and in consideration of the sum of, &c. to him at of before the sealing and delivery hereof by the S. S. well and truly paid, the receipt whereof the faid 7. G. doth hereby acknowledge, and thereof and of every part thereof, soch acquit, release and discharge the said S. S. his heirs, executors and administrators for ever, by these presents, as for divers other considerations him thereunto moving, Hath granted, barguined, fold, demis- Covenant of #d, and to farm letten, and by these presents *Doth* grant, bargain, fell, bargain andfale. demise and to farm let, unto the said S. S. one sull fourth part, (the whole in four equal parts to be divided), of a farm commonly called or Premisses. known by the name of, &c. lying and being, &c. now or late in the senure or occupation of, &c. and also one full fourth part (the whole spen four parts to be divided) of all the lands, tenements and heredipanents, late the estate of, &c. gent, deceased, situate, lying and beng, &c. which faid lands, tenements and hereditaments, now are, or late were, in the tenure or occupation of, &c. and also one full fourth part of all the messuages, houses, out houses, editices, buildings, yards, gardens, orchards, woods, lands, meadows, pastures, ways, waters, profits, commodities, advantages and appurtenances whatfoever, to the laid farm, lands, tenements and hereditaments, or any of them belonging, or in any wile appertaining, or accepted, reputed or taken as part, percel or member thereof, or any part thereof, and also one full fourth Part, (the whole into four equal parts to be divided), of all other the freehold lands, tenements and hereditaments, late of, &c or of the faid J. C. situate, lying and being. &c. or in any other parish or places in the realm of Great Britain, which said fourth part of all and singular Recital of a the said lands, tenements, hereditaments, and premiss, by in lease and release dentures of lease and release, the lease bearing date. Ge. and the of all the pre-iclease, Ge. now last past, was conveyed by E. H. of, Ge. gent. in misses made to

purluance

the Wife of the fines levied d the fame.

pursuance of the last will and testament of, &c. bearing date, &c. and of a decree in the high court of chancery made, &c. and for other confderations therein mentioned unto L. G. the wife of the faid J. G. and one of the four daughters of, &c. deceased, and to her heirs and affigns for ever, who in Hilary term last, together with the said 7. G. levied two several fines of the said fourth part of all and singular the premisses, unto B. L. of, Ge. gent. which said sines by two several indentures bearing date, &c. are declared to be to the use of the said 7. G. his heirs and affigns for ever, and for no other use, intent or purpose whatfoever), and all the estate, right, title, interest, claim and demand whatsoever of him the faid J. G. of, in or unto the said sourth part of all and fingular the premiffes herein before mentioned or intended to be hereby granted, bargained, fold or demised, and every or any parter parcel thereof, and the reversion and reversions, remainder and remainders, rents, iffues and profits of the faid fourth part of all and lingular the premisses, together with all deeds, evidences or writings touching or concerning the fame, or any part thereof, To have and to hold the grantee for five faid fourth part of the said messuage, lands, tenement and heredinments, and all and fingular other the promiffes herein before mentioned or intended to be hereby granted or demised, with their and every of their rights, members and appurtenances, unto the said S. S. his executors, administrators and assigns, from henceforth, for and during and unto the full end and term of five hundred years, from thence next enfuing and fully to be complete and ended, without impeachment of or for any manner of waste, Tielding and paying therefore yearly and rentof a pepper- every year, for and during the said term of 500 years, unto the less J. G. his executors, administrators and assigns, or some of them, #

or upon the feast-day of the nativity of St. John the Baptift, the rest of a pepper corn only, if the fame shall be lawfully demanded: Provided

always, and it is hereby conditioned, granted, covenanted and agreed,

by and between the faid parties to these presents, That if the said J. G.

his heirs, executors, administrators or affigns, or any of them, shall and

do well and truly pay or cause to be paid unto the said S. S. his execu-

tors, administrators or assigns, at or in the now dwelling-house of the faid S. S. ficuate, &c. the full sum of, &c. of lawful, &c. in manner and form following (that is to fay) the fum of, Ge. part thereof, on Wa next enluing the date of these presents, and the surther sum of We. residue thereof, on, We. without any manner of deduction, defi-

Habendum to the hundred years.

Reddendum the corn only.

Covenant of redemption upon payment of the morigage. money.

> estion or abatement, for or in respect of any taxes, vates, payments effessiments or duties whatsoever, ordinary or extraordinary, by ad of parliament or otherwise howsoever; that then, and from and immediate ly after such payment made, this present indenture, and the term me offate hereby made and granted, and all and fingular the coverante grants, articles and agreements herein contained, shall eease, determine and become void, frustrate, and of none effect, to all intents and porpoles: And the faid J G. for himself, his heirs, executors, adminpayment of the frators and assigns, and for every of them, doth covenant, promise and grant, to and with the said S. S. his executors, administrators and a figns, and every of them, by these presents, That he the said J. G. in executors, administrators and assigns, or some of them, shall and will without any deduction, defalcation or abatement, as aforefaid, pay of cause to be paid unto the said S. S. his exceptore, administrators or alfigns, the faid full fum of, &c. of lawful, &c. at fuch days and times

Covenant for moncy.

and in such manner, as are before mentioned and expressed in the said proviso or condition for payment thereof: And the said J. G. for himfelf, his heirs, executors, administrators and assigns, and for every of Covenant these them, doth surther covenant, promise and grant, to and with the said the mostgages S. S. his executors, administrators and assigns, by these presents, in is lawfully postmanner and form following (that is to fay) that he faid J. G. at the sessed of the time of the scaling and delivery of these presents, is the fole, true and premises, of an lawful owner and proprietor of the faid fourth part of all the faid meffu- estate in feeages, lands, tenements and hereditaments, and premisses hereby granted full power to or demised, or mentioned or intended to be hereby granted or demised, hargain and sell and of every part and parcel thereof, with the appurtenances, and is the fame, solely, lawfully and rightfully, and absolutely seised thereof, and of every part and parcel thereof, of a good, pure, absolute and indefeasible effate of inheritance in fee-simple, without any manner of condition, contingency, proviso or limitation of use and uses, or other restraint, matter or thing to determine, alter or change the same, and hath good right, and lawful and absolute power and authority in himself, to grant, bargain, sell and demise the faid fourth part of all and singular other the hid melfuages, lands, tenements and hereditaments, and all and fingalar other the premisses hereby granted or demised, and every part and parcel thereof, with their and every of their appurtenances, unto the hid S. S. his executors, administrators and affigns, for and during all the faid term of 500 years, and in manner and form aforesaid: And Covenant that further, that if default shall happen to be made of or in payment of the if default be aid monies herein before covenanted or agreed to be paid to the faid S. made in pay-. his executors, administrators or assigns, or of any part thereof, at ment of the faid s, his executors, administrators or anigns, or or any part thereor, as sum, the more-any of the times herein before limited for payment thereof, it shall and gages may en-may be lawful to and for the said S. S. his heirs, executors, administra-ter and enjoy for and assigns, into all and singular the premisses herein before menti- the premisses, med or intended to be hereby granted or demised, and every part and parcel thereof, to enter, and the same from thenceforth for and during the rest and residue of the said term aforesaid, which shall be then to come and unexpired, peaceably and quietly to hold and enjoy, and all the rents, revenues, illues and profits thereof, and of every part and purcel thereof, to have, receive and take, to his and their own proper ple and behoof, without any manner of denial, let, suit, hindrance, interruption, eviction or ejection, of or by the faid J. G. his heirs, exscutors, administrators or assigns, or any other person or persons arbaticever; And that free and clear, and freely and clearly acquitted and that the and discharged, or otherwise by the said J. C. his heirs, executors premisses are and administrators, or some of them from time to time, well and suffi free from all ciently laved, kept harmlels and indemnified, of and from all and all incumbrances manner of former and other grants, bargains, fales, leafes, affignments, effates, mortgages, jointures, dowers, intails, titles, rents, arrearages of rents, judgments, statutes, recognizances, troubles, charges and incombrances whatforver; And likewife, that if any default shall happen and of a certain 10 be made of or in payment of the faid monies herein before covenant- yearly value. ed to be paid, or any part thereof, that then and from thenceforth the Gr. faid fourth part of the faid melluages, lands, tenements and hereditamems, and other the premisses hereby granted or demised, or mentioned or intended to be hereby granted or demifed, shall be and remain unto the laid S. S. his executors, administrators and assigns, of the full and clear yearly value of, Gc. over and above all charges and reprizes if-

liver all writof payment.

Covenant to de- fuing and going out of the same : And that in case any such default of payment shall be made as aforesaid, the said E. H. of, &c. gent. in ings, & relate whose hands all the antient deeds, evidences and other writings relating ing to the title to and making out the title of the said, &c. deceased, to all and singular of the premisses the lands, tenements and hereditaments before mentioned, are lest and in case of default deposited in trust, and for the joint and equal use, benefit and behoss of all parties concerned and interested, or who may be concerned and interested in the said lands, tenements and hereditaments, late the estate of the faid, &c. deceased, or any part thereof, and the executors and administrators of the said E. H. and all other person or persons, to whose hands the said deeds, evidences and writings, or any part of them shall hereafter come, shall and will from time to time, and at all times after any such default, upon the reasonable request of the said & S his executors, administrators or assigns, shew forth and deliver, or cause to be shewed forth and delivered to the said S. S. his executors, administrators or assigns, or to his or their counsel or attornies, to be pleaded or given in evidence as occasion shall require, for the necessary maintenance and defence of the estate, title and interest of him the said S. S. his executors. administrators and assigns, of, in and to the said hereby granted or affigned premisses, every or any part thereof, and for the recovering or receiving the rents, issues and profits thereof, or any part thereof, the same from time to time, and after the pecessary see shall be made thereof, to be re delivered upon like reasonable requell, fafe, whole and uncancelled, unto the faid E. H. his executors or administrators, or such other person or persons, by whom the same sall be so delivered out as aforesaid: And moreover, that if any such desauk shall happen to be made of or in payment of the said money herein beaffurance in case fore covenanted and agreed to be paid, or any part thereof, that then, of defaul of and at any time after, he the said J. G. his heirs and assigns, and all and every other person and persons, any estate having or lawfully claiming, of, in, to or out of the faid fourth part of the faid meffuages, lands, tenements and hereditaments, and all and fingular other the premisses herein before mentioned or intended to be hereby granted or demised, or any part or parcel thereof, shall and will, at the reasonable, request and at the proper costs and charges in the law of the said S. S. his executors, administrators and assigns, make and do all such further act and acts, thing and things, conveyances and affurances in the last whatfoever, for the further, better and more perfect affuring and conveying of all and fingular the premisses, with the appurtenances, unto the faid S. S. his executors, administrators or assigns, for or during the remainder of the faid term, which shall be then to come and unexpired, as by the faid S. S. his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required: And the said S. S. for himself, his heirs, executors, and administrators, doth covenant, promise and agree, to and with the faid J. G. his heirs and assigns, by these presents, That until defaut shall happen to be made by the said J. G. his executors, administrators or assigns, of or in payment of the said several sums of money herein before covenanted to be paid, or some part thereof, he the said S. S his executors, administrators and assigns, shall and will permit and softer the said 7. G. his heirs and assigns, to receive and take all the rents and profits of the premisses, without any account to be made or gives

Covenant to make further

Covenant that the mortgagor shall enjoy till default of payment.

Mortgages.

to him the said S. S. his executors, administrators or assigns, for or concerning the same. In witness, &c.

Indenture of Leafe and Confirmation of a Mortgage, by way of Security for a further Sum of Money, with very special Covenants.

HIS Indenture made, &c. Between T. F. of, &c. gent. on the one part, and R. G of, &c. oilman, on the other part: Whereas by indenture of demise or mortgage, bearing date, &c. made Recital of an between M. R. of, &c widow, relieft of R. R. late of, &c. esq; de- indenture of cealed, and H. R. of, &c. gent. son and heir of the said R. R. of mortgage. the one part, and the faid R. C. on the other part, for the confiderations therein mentioned, the faid M. R. and H. R. or one of them, did demise and grant to the said R. C. All that their or one of their mes- Premisses. page and farm, called by the name of, &c. otherwise, &c. or by what other name or names the same is called or known, situate, &c. and all the out houses, orchards, gardens, lands, meadows, pastures, marth grounds, lots, doles, freeman's-acres, dyke-roes, land-glasses and pingle-lakes, to the same belonging, or in any wife appertaining. and all those several parcels of arable land, containing in the whole, Be be the same more or less, being part of four fullands, dispersedly lying, &c. And also all those several pieces of pasture, marsh or senground, containing, &c. lying, &c. and all that piece of pasture, march or fen ground, containing, &c. lying, &c. and all that water and fishing called, &c. to the faid farm belonging or appertaining, with their and every of their rights, members and appurtenances, and the seversion and reversions, remainder and remainders thereof; To hold Habendum for the faid R. C. his executors, administrators and affigns, from the the term of 500 day of the date of the same indenture, for the term of 500 years, years, with a without impeachment of waste, at a pepper-corn per ann. under a provide upon pay-life oevertheless to be void on payment of the sum of, &c. by the said ment of the #.R. her heirs or assigns, to the said R. C. his executors, administra-mortgage moor assigns, at the days and places in the said proviso mentioned and ney. pointed for that purpose: And whereas by indenture bearing date, Recital of an of made between the faid M. R. and H. R. on the one part, and the indenture of id R. C. on the other part, the faid M. R. by the consent of the faid release and conand fingular the aforesaid messuages, farms, lands, tenements and a covenant to ereditaments, with their and every of their appurtenances unto the deliver up and Eid R. C. his executors, administrators and assigns, for all the residue assign the said of the said term of 500 years then to come and unexpired, freed and first indenture Micharged from the proviso contained in the said first recited indenture, upon payment, under a covenant or agreement nevertheless, on the part of the said R. &c. C. that if the faid M. R. her heirs or assigns, should pay to the said R. C. his executors, administrators or assigns, the sum of, &c. at the days and place therein mentioned, he the said R. C. his executors, administrators or affigns, would deliver up the faid first recited indenture to be cancelled, or otherwise assign his interest in the premisses, to such person or persons as the said M. R. her heirs or assigns, should di-

Recital that the money being paid the estate of the , mortgagee became absolute; but fubject to equity of redemption.

Recital of indentures of leafe and release whereby the mortgagor conveyed the freehold, &c.

Covenant of release and confirmation of all the premiffes.

Makedon for the remainder of 300 years.

Proviso that the releffee shall furrender all

rect or appoint, as by the faid two recited indentures, relation being thereto respectively had, may more fully appear: And whereat the said sum of, &c. was not paid according to the intention of the faid last recited indenture, whereby the estate and interest of the said R. C. of and in the premisses, became absolute in the law, of all the remainder of the faid term of 500 years. Subject nepertheleft in equity, to be redeemed by the said M. R. in whom the intertance and fee-simple of the premisses was legally vested, by virtue of a feofiment duly executed by livery and seisin, bearing date, its made to her of the premisses amongst other things by the said H. L. And whereas the said M. R. by indentures of lease and release, the leafe bearing date, &c. and the releafe, &c. for the confiderations therein mentioned, did absolutely convey the freehold and inheritance of the laid mortgaged premisses, and all her right and title thereway either in law or equity, unto the faid T. F. bis heirs and aligns, fabject to the aforefaid mortgage, and to an annuity of, &c. payable, &c. during his natural life: And whereas the faid T. F. did some time lines, pay to the faid R. C. the sum of, &c. in part of the principal money due upon the faid mortgage, and hath paid and discharged all the interest grown due to this day, for the remainder of the said principal no ney, which the said T. F. doth bereby acknowledge to be 550 l. day whereas the faid C. W. departed this natural life in the month of, Ga. and was buried in the parille of, &c. as appears by a certificate under the hand of, We. of that parish: Now this ladenture witnesseth, that at well for and in confideration of the faid fum of E.c. due and owing we the said R. C. as aforesaid, as also for and in consideration of the surther sum of, &c. of lawful, &c. by the said R. C. to the said I. E. in hand, at or before the fealing and delivery of these prefents, well and truly paid, the receipt whereof the faid T. F. doth hereby acknowledge. and thereof and from every part thereof doth acquit and discharge the faid R. C. his executors and administrators, by these presents, he that faid T. F. hath granted, released and confirmed, and by these presents doth grant, release and confirm unto the said R. C the above mention ed melluage, farm, lands, tenements, hereditaments, and all and in gular other the premisses, in or by the said two first recited indentures or either of them, demised, granted, released or confirmed, or integeed fo to be, with their and every of their rights, members and apper tenances, and all the estate, right, title, interest, equity and benefit redemption, claim and demand what loever, of him the faid T.F. of or to the same, or any part or parcel thereof: To bave and to hold all and fingular the premilles herein before mentioned or intended to be here! of the faid term granted, released or confirmed, with their and every of their rights members and appurtenances, unto the faid R. C. his executors, adminstrators and assigns, from henceforth, for and during all the rell and relidue of the faid term of, &c. by the faid first recited indenture grant ed yet to come and unexpired, freed and discharged of and from manner of former and other providoes, conditions, covenants and agreer. ments whatfoever, for the redemption of the premiffes, or any past thereof in any wife howfoever: Provided always, and the faid R.C. for himself, his executors, administrators and alligns, doth hereby or venant and agree to and with the faid T. F. his heirs and affigus, that his estate, &c. if he or they do well and truly pay or cause to be paid unto the said R.

C. his executors, administrators or assigns, the full and just sum of, &c. in the premises on, &c. next enfuing the date hereof, at or in the dwelling house of upon the paythe faid R. C. fituate, &c. without deduction or abatement, for taxes ment of a find or otherwise howsoever: Then he the said R. C. his executors, adminifrators and assigns, shall and will, upon or at any time after such payment duly made, at the request, cost and charges of the said T. F. his heirs or affigus, furrender and release to him or them the said first recited indenture of demile, and all and fingular the premisses thereby granted, and all the effate, right, title, interest, claim and demand whatfoever, of him the faid R. C. his executors, and administrators or assigns, of, in, or to the same by virtue of the said recited indenture of demile, or the faid recited indenture of release and confirmation, or of this present indenture, or otherwise howsoever: And the said T. F. for Covenant for himself, his heirs, executors, and administrators, and for every of payment of them doth covenant, promise and agree to and with the said R. C. his the said sum. executors, administrators and assigns, by these presents, that he the said 1. F. his heirs, executors, administrators and alligns, or some of them, shall and will well and truly pay or cause to be paid unto the said $R.\ C.$ his executors, administrators or alligns, the said sum of, &c. of lawful, Gr. on, Gc. next ensuing the date hereof, at or in the dwellinghouse of the said R. C. lituate as aforesaid, without any deduction or abatement whatloever. And that in case any default half happen to be Covenant in made, of or in payment of the laid fum of, &c. on the day, and in default of paymanner and form aforesaid, he the said T. F. his heirs and assigns, and ment to make all other person and persons, having or lawfully claiming any estate or surther assurinterest, of, in, to or out of the faid mortgaged premises, or any part ance. or parcel thereof, shall and will, upon the request and at the costs and charges of the said R. C. his executors, administrators or assigns, from time to time and at all times thereafter, make, do and execute, or cause or procure to be made, done and executed, all and every such surther and other acts, conveyances and assurances in the law whatsoever, for the further, better and more absolute conveying and affuring the said meffuage, farm, lands, tenements and hereditaments, and all and fingular other the premisses, with the appurtenances, unto the said R. C. his executors, administrators and assigns, for and during all the the rest and relidue of the said term of five hundred years, which shall be then to come and unexpired, as by the said R. C. his executors, administrators or affigns, or his or their counsel learned in the law, shall be reafonably devised, advised or required. And lastly, the said R. C. for Covenant for himself, his executors, administrators and assigns, doth hereby covenant, quiet enjoyment promise and agree, to and with the said T. F. his heirs and assigns, that till default of duil default thall happen to be made in payment of the faid sum of, &c. payment. of lawful, &c. or some part thereof, he the said T. F. his heirs and affigns, shall and may peaceably and quietly have, hold, use, occupy, pollels and enjoy the faid melluage, farm, lands, tenements and hereditamenta, and all and fingular other the premisses, with their and every of their appurtenances, without the lawful let, suit, trouble, demal, eviction, ejection or interruption of or by the faid R. C. his executors, administrators or affigns, or any other person or persons whatsoever, lawfully claiming or to claim, by, from or under him or them or any of them, in any wife howfoever. In Witness, &c.

A Leafe for a Year.

Confideration.

Premiffes

Habendum.

Reddenéum,

HIS Indenture, made, &c. Between A. W. of, &c. woollendraper, eldest son of, &c. of the one part, and R. P. of, &c. woollen-draper, of the other part, Witneffeth, that for and in confideration of the sum of five pounds of lawful, &c. by the said R. P. w the faid A. W. in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good causes and confiderations him hereunto moving, Hath bargained and fold, and by these presents Doth bargain and sell unothe faid R. P. All that meffuage, tenement and farm-house, commonly called or known by the name of, &c. or by what other name or names the same is called or known, with the barns, stables, out houses, orchards, gardens, yards, meadows, lands, tenements, pastures, feedings, commons, woods, coppices, ways, waters, liberties, privileges, exements, commodities, emoluments and hereditaments whatfoever, thereunto belonging or in any wife appertaining, or accepted, reputed, the ken or known, used, enjoyed, held, occupied, leased or demised, as part, parcel or member of the same; And aiso all those several pieces or parcels of arable, meadow and pasture ground thereunto belonging, containing in the whole by estimation, &c. be the same more or less, with their and every of their appurtenances, all which faid premisses are stuare, lying or being in or near, &c. and now or late in the tenure or occupation of, &c. or one of them, their or one of their under tenants or assigns; And also all other messuages, lands, tenements and herediaments of him the faid A. W. jun. or whereof or wherein he bath any estate of inheritance, or other interest in possession, reversion or remainder, with their and every of their apputenances, situate, lying or being &c. And the reversion and reversions, remainder and remainders, rents, issues and profits of all and singular the said premisses, and of every part thereof; To have and to hold the faid meffuage or tenement, or farm house, pieces or parcels of ground, lands, tenements and herediaments, and all and fingular the premiffes herein before mentioned, or intended to be hereby bargained and fold, with their appurtenances, unto the said R. P. his executors, administrators and assigns, from the day next before the day of the date of these presents, for and during and unto the full end and term of one whole year, from thence next enfuing, and fully to be compleat and ended: Tielding and paying therefore unto the faid A. W. jun. his heirs or assigns, the rent of one pepper-corn only on the last day of the said term, (if the same shall be demanded) to the intent and purpose that by force and virtue of this present bargain and fale, and of the statute for transferring uses into possession, the said &-P. may be in the actual possession of the premisses, and thereby enabled to accept and take a grant and release of the reversion and inheritance thereof to him, his heirs and assigns, by indenture intended to be made between the faid A. W. jun. of the one part, and the faid R. P. of the other part; and to bear date the day next after the day of the date at these presents. In Witness, &c.

The Release by way of Morigage.

HIS Indenture made, Gr. Butween A. W. jun. of, Gr. woollen-draper, eldest son of, &c. of the one part, and R. P. of, Recital of a Ge. woollen-draper, of the other part. Whereas the faid A. W. by his bond. boad or obligation, in writing, duly executed, bearing even date with these presents, stands bound to the said R. P. in the sum of, Gr. coneditioned for the payment of the sum of, Gr. with lawful interest for the have, on, &c. next enfuing the date of these presents: Now this In- Considerations Stature witnesseth, that the said A. W., the younger, in consideration of of this release. the faid debt or fum of, Ge. and for better securing the payment therewith the interest to the said R. P his executors, administrators or Aligns, according to the condition of the faid bond; And also in con-Aderation of the further fum of five shillings to him the said A. W. jun. the faid R. P. at or before the scaling and delivery of these presents Rewise well and truly paid, the receipt whereof is hereby acknowledg-M, Hath granted, bargained, fold, released and confirmed, and by these presents Dath grant, bargain, sell, release and confirm unto the Covenant of reand R. P. (in his actual possession now being, by virtue of a bargain and lease, the to him thereof made by indenture, bearing date the day next before the day of the date of these presents, for the term of one year, commencing from the day next before the day of the date of the same indensore, in consideration of five shillings paid by the faid R. P. to the faid M. W. the younger, and of the statute for transferring uses in possession) and to his heirs and assigns, all that, &c. and all the estate, right, title, ntrest, use, trust, possession, benefit, property, claim and demand thatsever of him the said A. W. the younger, of, in, to or out of the ne, or any part or parcel thereof, in any wife howfoever; To bave Maland "I to hold the faid messuage or tenement, or farm-house, pieces or parth of ground, and all and fingular other the premisses herein before. enioped, or intended to be hereby granted and released, with their d every of their rights, members and appurtenances, unto the faid . P. his heirs and affigns, to the only proper use and behoof of the R. P. his heirs and assigns for ever. Provided nevertheles, and it Proviso that upthe true intent and meaning of the said parties and of these presents, on payment of at if the faid A. W. the younger, his heirs, executors, administrators the money and tellians, do and shall well and truly pay, or cause to paid, unto the interest due on id A. P. his executors, administrators or assigns, the full sum of the above re-I good, &c. with lawful interest for the same, on, &c. bext ensuing present indene date of these presents, according to the condition of the faid recit-ture of release bond, without any deduction, defaleation or abatement whatforver, to be void. or by reason of any manner of taxes, rates, duties, assessments, imfolkions or charges whatfoever, ordinary or extraordinary, laid, rated affelfed, or to be laid, rated or affelfed by authority of parliament or therwise howsoever; Then this present indenture, and the grant and resease hereby made, and every claim, article and thing herein contained. and also the said bond, shall cease, determine, and become and be absobuely void and of none effect; And the faid A. W. jun. for himself, Covenant for VOL. V. Sſ

his payment of the money.

And that the premifes are free from ineumbrances.

Covenant for further affurance.

judgment obtained on the ed bond. the faid judgment shall stand as a farther security: but that no execu-

Recital of a

Covenant to acknowledge fatisfaction when the money is paid.

till default of

Release of crrors.

his heirs, executors, administrators and assigns, doth hereby covenant, promise and agree, to and with the said R. P. his executors, administrators and assigns, in manner and form following, (that is to say) l'hat he the said A. W. jun. his heirs, executors, administrators and affigus, or some of them, shall and will well and truly pay, or cause to be paid unto the said R. P. his executors, administrators or assigns, the said sum of, Ge. with lawful interest as aforesaid, on the day herein before limited for payment thereof, without any deduction, defalcation or abutement whatfoever; And that the faid releafed premisses now are, and be, and at all times from and after any default shall happen to be made of or in payment of the said sum of, &c. and interest or any part thereof, shall be, remain and continue free and clear of and from all manner of former and other gifts, grants, mortgages, titles, troubles, charges and incumbrances whatfoever, had, made, done, committed or wittingly suffered by him the said A. W. jun. And also, that at any time or times after such default, he the said A. W. jun. his heirs and affigns, and every other person and persons lawfully having or claiming any estate or interest, of or in the faid hereby released premisses, or any part thereof, by, from, under or in trust for him, shall and will, upon the request and at the charge of the said R. P. his heirs or assigns, make, do, acknowledge, levy, suffer and execute all such further and other acts, matters, things, devices, conveyances and affurances in the law whatfor ever, for the further and better conveying and affuring of the faid hereby released premisses unto the said R. P. his heirs and assigns as aforesaid, as by him or them, or his or their counsel learned in the law, shall be reasonably devised, advised or required. And whereas the said R. P. hath obtained judgment in his majesty's court of common pleas at Wellminster, as of this present Michaelmas term against the said A. W. jac. above mention- for the sum of, &c. besides costs of suits, as by the records of the said court, relation being thereunto had, may appear. Now it is hereby Covenant, that declared and agreed by and between the faid parties to these presents; that the faid judgment shall stand and remain as a further security only for the payment of the faid sum of, &c. and interest, according to the condition of the said recited bond; and that no execution or other process shall issue thereupon, till after default shall be made in payment of tion shall be ta- the said money, And that when and as soon as or at any time after the ken out upon it said sum of, &c. and interest shall be fully paid and satisfied, by or out of the faid hereby released premisses, or by virtue of the said judgment payment, &c. or otherwise, by the said A. W. jun. his heirs, executors or admin strators, he the said R. P. his executors or administrators at the request cost and charges of the said A. W. jun. his heirs, executors, admini strators or assigns, shall and will acknowledge satisfaction, or execute warrant to acknowledge satisfaction upon the record of the said judgment. And the faid A. W. jun. doth hereby remise, and for ever release to the said R. P. his executors, administrators and assigns, as and all manner of error and errors, writ and writs of error, defects and omissions whatsoever, in, about, touching and concerning the said judgment, or the entry thereof, or any the proceedings relating thereto in any wife howfoever. In Witness, &c.

Assignment of a Lease by an Administrator of a Legatee by way of Mortgage, with Confent of the Executor.

HIS Indenture, made, Gr. Between E. B. citizen, and joiner of London, and E. his wife, executrix of the last will and tel-Recital of a tament of R. F. late citizen and cooper of London deceased, on the one lease made by part, and R. G. of, &c. on the other. Whereas the mayor and com-the governors monalty and citizens of the city of London, governors of the hospitals of hospitals of of Christ, Bridewell, and St. Thomas the Apostle, did by indenture of Christ, Bridelease bearing date, &c. (for the considerations therein expressed) demise well and St. unto the faid R. F. all that messuage or tenement situate, &c. contain- Thomas. ing by estimation, &c. together with all lights, ways, easements, watercourses, commodities and appurtenances whatsoever, thereunto be-Jonging or appertaining; 'To hold to the faid R. F. his executors, ad- Habendum. ministrators and assigns, from, &c. unto the full end and term of seven-ty-one years, at the yearly rent of, &c. payable, &c. as by the said re ented indenture of leafe, (amongst divers covenants, clauses, provisoes, conditions and agreements therein contained), relation being thereunto had, may more fully appear: And whereas the faid R. F. by his last Lessee devices will and testament in writing, bearing date, &c. proved by the above, the said lease by will. named E. B. in the prerogative court of Canterbury, Gave and bequeathed to E. B. the fon of the faid E. by the faid E. B. her husband, party to these presents, the said demised messuage or tenement, and the faid recited indenture of leafe, during all the time and term therein to come and unexpired: And whereas the faid E. B. the fon being dead, Administrainvestate and unmarried, letters of administration of all his goods and tion granted. Chattels, rights and credits, bearing date, &c. have been granted by the bishop of London to the said E. B. his father party to these presents, who is thereby legally become intitled to the faid recited indenture of leafe, and the faid premiffes thereby demifed, for all the refidue and remainder of the faid term: Now this Indenture witneffeth, that for and in Affignment of consideration of the sum of, &c. of good, &c. to the said E. B. party the said lease to these presents in hand, at or before the sealing of these presents, paid by the adminiby the faid R. G. and also in consideration of five pounds of like money to him, and the faid E. his wife, or one of them, in hand paid by the faid R. G. the receipt of which faid several sums of money the faid E. B. and E. his wife do hereby acknowledge, and thereof, and from every part and parcel thereof, do release, acquit and discharge the said R. G. his executors, administrators and affigns, by these presents, he the faid E. B. by and with the confent of the faid E. his wife, tellified by her figning and fealing of these presents, and also the said E Have, and each of them Hath granted, bargained, sold, assigned, transferred and fet over, and by these presents Do, and each of them Doth grant, bargain, sell, assign, transfer and set over unto the said R. G. the said. recited indenture of leafe, and the faid messuage or tenement, and all. and fingular other the premisses with their appurtenances thereby dennifed, or meant, mentioned or intended to be demised, and all the estate, S (2

Habendum, for the relidue of the term.

Proviso to be void on payment of a fum of money.

Covenant for the faid fum.

And that the affignors are lawfully posfeffed of the premiffes. And have good right, &c. to affign the femo.

fault of payment, the affiguee shall enjoy the premisses, without any difturbance, &c.

And free from all incumbrances.

right, title, interest, use, thust, term or terms of years yet to come and unexpired, property, profit, benefit and claim whatfoever, of them the faid E. B. and E. his wife, and either of them, of, in, to or out of the same, or any part thereof, in any wise howsoever; To bave and to hold the faid recited indenture of leafe, and the faid messings or tenement, and all and fingular other the premiffee herein before mentioned or intended to be affigued, with their appurtenances, unto the faid R. G. his executors, administrators and assigns, from henceforth, for and during all the rest and residue of the said term of seventy-one years, by the faid recited indenture of lease granted, you to come and unexpised, Provided always, and upon condition nevertheless, that if the faid & B. his executors, administrators or assigns, shall and do well and truly pay or cause to be paid unto the said R. G. bis executors, administrators or affigns, the full fum of, &c. with lawful interest for the same, at the rate of, &c. at or upon, &c. next enfuing the date bereak without any deduction, defalcation or abatement, for or in respect of taxes, or any other matter or thing whatforeer, by authority of parliament, or otherwise howsoever, that then and from thenceforth, this present indenture, and the estate and interest hereby assigned. shall ceals, determine, and become and be utterly void, and of none effect. the payment of the faid E. B. for himself, his heirs, executors, administrators and alfigns, doth covenant, promise and grant, to and with the said R. G. bes executors, administrators and assigns, by these presents, that he the laid E. B. his executors, administrators or assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said R. G. his executors, administrators or assigns, the said sum of, Ge. with interest for the same as aforesaid, at the time herein mentioned or appointed for payment thereof, according to the true intent and meaning of these prefents, without any deduction, defalcation or abatement whatforex: And further, that he the faid E. B. and the faid E. his wife, or one of them, at the time of the fealing and delivery of these presents, is lawfully and rightfully interested in and possessed of the said recited indesture of heafe and the faid melluage or tenement, and premisses, with their appurtenances hereby demised, for and during all the remainder of the said term of seventy-one years yet to come and unexpired; And that they or one of them, have or hath in him, her or themselves, good right, true title, full power, and lawful authority, to grant, bargain, sell, as fign, and let over the same, and every part thereof unto the said R. G. his executors, administrators and assigns, in manner and form as afore-And that in de- faid, And that in ease the said E. B. his executors, administrators and affigns, fleat happen to make default of or in payment of the faid has of, &c and the interest thereof at the time above mentioned for paging of the same, that then and from thenceforth it shall and may be lawful to and for the faid R. G. his executors, administrators, or assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said hereby affigned premises, with their appurenances, and the rents, iffice, and profits thereof, to his and their own proper uso and behoof, to receive and take, for and during all the remainder of the faid term of feventy-one years, then to come and unexpired, without any let, into trouble, denial, eviction, ejection, molestation or hindrance of or by them the faid E. B. and E. his wife, or either of them, or of any other person or persons whatsoever; And that free and clear, and freely, and clearly

Worthaugen.

charly acquitted, exonerated and discharged of, from and against all and all manner of former and other bargains, fales, gifts, grants, leafes, wills, ules, mortgages, conditions, rents, arrearages of rents, affignments, flatuites, executions, extents, and of and from all other titles, troibles, charges and incumbrances whatfoever, had, made, committed Br suffered, by the said E B, and E. his wife, or either of them, or of of by any other person or persons what soever; And that he the said E. B. Coverage for and E. his wife, and all other persons lawfully having or claiming any further affur-estate or interest in the said hereby assigned premisters, shall and will, at ance, the this time after such default, make and execute all such further assurances of failers of the first avoid the unit of the u of the fame premisses unto the faid R. G. his executors, administrators and allight, for all the then refidue of the faid term, as by him or them, bt his of their counsel learned in the law, shall be reasonably desired or tiquested: And the said R G. for himself, his executors, administra- And that the thre and alligns, doth hereby agree with the faid E. B. his executors, affignors shall administrators and affigues, that until default shall happen to be made of enjoy, &c. or in payment of the faid fum of Be or the interest thereof, it shall lure. and may be lawful for him and them to hold and enjoy the laid hereby singued premisses, with their appurtenances, and the rents, issues and to the control to take and receive to his and their own use, without any the fail R. G. his executors, administrators or alligns. In Witness, &c.

A Mortgage of a Reversion for Years.

HIS Indenture made, &c. Between the right honourable H. earl of P. of the offe part a and S. C. of the offer part of P. of the one part; and J. S. of London, gent. of the other part; Witheffield; that the faid bail, to the invent the form of a montand pounds may be fecuted and paid to the faid J. S. according to the true intern and meaning of these presents hereafter mentioned, and for divers atted causes and valuable confiderations him the said earl therewith motifies Huth bargained and fold, and by these presents Doth bar- Bargain and and fell duto the faid J. S. and his affigus, All that the manor of, fale. We. in the county of, We. With its tights, members and appurrenances, and all those messuages, lands, tenements and hereditaments in T. or D. pid dillief of them, in the faid county of, Gr. which were heretofore chifed of mentioned to be demised by the said earl, and E. countels distance of P. or either of them, to A. B. of the city of London, deoraled, and all manors, meffuages, lands, tenements and hereditaments of him the faid earl, fituate, lying and being in T. and D. aforefald, of either of them, whereof or wherein the land earl now hath, or at any time heretofore had any manner of ellure of inheritance or freehold in policilion, reversion, femainder or expectancy, and the reversion and revertions, remainder and remainders of all and fingular the faid premitted hereby bargained and fold, or meant or intended to be hereby bargained and fold, with their and every of their appurtenances, and all the efface, right, title, interest, property, claim and demand whatsoever, of him

Habendum from the death of the earl and his countess for 500 years.

Covenant that he is feifed in fee, and free from incumbrances.

the faid ear!, in and to the fame: To have and to bold the faid manor, lands, tenements and hereditaments hereby bargained and fold, or meant or intended to be hereby bargained and fold, with their and every of their appurtenances, unto the faid Y. S. his executors and alligns, immediately from and after the death of the faid earl, and E. countels dowager of P. mother to the faid earl, unto the full end and term of five hundred years, thence next and immediately tollowing, and fully to be compleat and ended; Yielding and paying therefore yearly, during the said term, the yearly rent of one penny, at the feath of St. Michael the Archangel only, if the same be lawfully demanded. And the said earl doth hereby, for himself and his heirs, covenant, promise and gram, to and with the said J. S. his executors, administrators and assigns, in manner and form following, (that is to fay) that he the faid earl, for and notwithstanding any act or thing by him committed or done to the contrary, at the time of the fealing and delivery of these presents, is and standeth seised of a good, sure and perfect estate in see-simple or seetail, of and in the faid manor and premisses hereby bargained and fold, or mentioned or intended to be bargained and fold, with their and every of their rights, members and appurtenances; And that the faid earl for and notwithstanding any such act or thing as aforesaid, now hath full power, and lawful and absolute authority to bargain and sell the said manor and premisses hereby bargained and sold, or meant or intended to be hereby bargained and fold, with their and every of their rights, members and appurtenances, unto the faid 7. S. his executors and affigns, in manner and form aforesaid; And that it shall and may be lawful to and for the faid J. S. his executors and affigns, during the term hereby granted, To have and to hold, occupy, possess and enjoy the said manor and premisses hereby bargained, or meant or intended to be hereby bargained, with their and every of their rights, members and appurtenances, without the let, trouble, incumbrance or eviction of him the faid earl, his heirs and affigns, or any person or persons claiming, or which shall or may claim any estate or interest, by, from or under him, And that the said manor and premisses hereby bargained and sold, or mentioned or intended to be hereby bargained and fold, now are and be free and clear, and shall be and continue, during the term hereby granted, freely and clearly acquitted, exonerated and discharged, of and from all manner of former and other gifts, grants, bargains, fales, leases, statutes, judgments, recognizances, executions, extents, outlawries, forfeitures, and of and from all other titles, troubles, charges, and incumbrances whatfoever, had, made, committed, done or fuffered, or to be had, done, made, committed or fuffered by the faid earl, his heirs, or affigns, or by any person or persons lawfully claiming, or which may lawfully claim, by, from or under him, or by or through his or their, or any of their acts, means, confent or procurement, whereby the estate and term hereby granted may be any ways incumbered: And the faid earl doth hereby covenant and grant to and with the faid F. S. his executors and affigns, that he the faid carl shall and will, before the end of Hilary term next enfuing the date hereof, acknowledge and levy in due form of law, before his majesty's justices of the court of common bench, at the costs of the faid J. S. one or more fine or fines, Sur Conusance de droit come ceo qu'ills ont de lour danc, and shall also suffer, or cause to be done or suffered, one or more common recovery or recoveries, on or upon the faid manor and premisses hereby bargained

Covenant to levy a fine and recovery.

Mortgages.

bargained and fold or intended to be bargained and fold in fuch fort, and by fuch names, descriptions, contents and quantities, as by the said compfel learned in the law of the faid J. S. shall be advised, which fine and fines, and common recovery or recoveries, and every of them, and the execution thereof, and all and every other fines and common recoveries to be levied and fuffered of the faid bargained premises, either alone or jointly with any other lands whereunto the fold earl shall be Uses. party or privy, shall be and enure, and are hereby declared to be and enure, as to the manor and premisses hereby bargained, or intended to To the use of be bargained, to the use of the said J. S. his executors and assigns, for the mortgagee, the term of five hundred years, to commence as aforefaid, and hereby and the corrogranted or mentioned to be granted, and for the corroborating of these estate. presents, and the estate hereby granted or mentioned or intended to be granted; Provided always, that if the said earl shall pay, or cause to provise to be be paid to the said J. S. his executors or assigns, the sull sum of one void upon paythousand pounds of lawful money of Great Britain, upon the, Gr. day ment of the of, &c. in the year of our Lord, &c. at, &c. without any abatement mortgage moor deduction, by reason of any matter or thing whatsoever, that then ney. this present grant, bargain and sale, and every clause, article and agreement therein contained, shall cease, determine, and be utterly void to all intents and purposes whatsoever. Provided likewise, that if the said Proviso, that earl shall make default of payment of the faid sum of one thousand if there shall be pounds upon the, &c. and the heirs, executors and administrators of a default f paythe faid earl, shall pay or cause to be paid unto the said J. S. his exe ment, and the cutors and administrators or assigns, upon the &c. asoresaid, which heirs, executors shall come and happen first after the death of the said earl and counters, tors of the earl the full fum of one thousand pounds of lawful money of Great Britain, thall pay at a and interest for the same, after the rate of five pounds per cent. to be ac-certain day, afcounted from the, &c. day of, &c. unto the, &c. day of, &c. which ter the death of shall first be and happen after the death of the said earl and countess, that the earl and then this present indenture, and every clause, article and agreement lady, then to be berein shall be void, frustrate, and of none effect, to all intents and purpoles whatloever. In witness, &c.

Indorsement.

Memorandum, that it is agreed by all the parties at the time of en. An agreement, fealing of these presents, that neither of the provisoes within mentioned that neither of shall extend to a covenant or agreement, to charge the person of the said the provisoes shall extend to a covenant or agreement, to charge the person of the said the provisoes shall extend to a earl, or any other of his lands, with the payment of the faid one thou-covenant to fand pounds, but only the lands within mentioned shall be liable to the charge the perpayment thereof.

fon of the earl, not any other of his effates.

A Mortgage, &c. by Leafe and Release of Freehold, Copybold Premission, an Estate for Life, and a Legacy for securing Money lent, and interest, sec.

Releafe.

Parcele.

Confideration.

Leafe for a year.

Parcele.

Habendum,

Subject to provisoes, &cc. Further confideration, &c.

Proviso, &c.

That the releafe, &c. and furrender to be void.

A proviso, that if Sir A.

HIS Indenture, made, &c. Between Sir A. B. of, We. (for and heir of, &c. deceased) and dame A. B. his wife, (niece of -deceased) of the one part, and the honourable C. of, $oldsymbol{C} c$. $oldsymbol{D}$, of, Uc. and E. of, Uc. (the same C. D. and E. being executors and trustees appointed in and by the last will and testament of ---- for the benefit of the three infant children of the faid -----) of the other part, Wisneffeth, that for and in consideration of the sum of 6000 l. of, &c. to the faid A. in hand well and truly lent and paid by the faid C. D. and E at or before the feating and delivery of these presents, (being part of the affers and trust estate late of the said ----) the receipt and payment of which said sum of 6000 1. the said Sir A. doth hereby acknowledge, and thereof, Go. he the faid Sir A. Hath granted, bargained, fold, remised, released, aliened and confirmed, and by these presents Doth great, Gc. unto the faid C. D. and E. (in their actual, Gc.) and to their heirs and affigns, All that, Ge. and the reversion, Ge. and also all the estate, Gr. To have and to hold, &c. all and fingular other the premisses hereby granted, released and conveyed, or mentioned or intended so to be, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said C. D. and E. their heirs and affigns, to the use and behoof of the said C. D. and E. their heirs and affigns for ever; Subjet nevertheless to the several provisoes herein after contained concerning the same: And this Indenture further connoffeth, that for the better fecuring the payment of the faid principal fom of 6000 l. and interest for the same, unto the said C. D. and E. their executors, administrators and assigns, according to the true intent and meaning of these presents, the said Sir A. for himself, &c. doth covenant, &c. (covenant to surrender copybold lands, &c.) Provided always, and these presents are upon this condition, that if the said Sir A. his heirs, executors, administrators and assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said C. D. and E. their executors, administrators or assigns, the full and just sum of 6300 l. of lawful money of Great Britain, in manner following; (that is to fay) the fum of 150/. part thereof upon the --- day of --— pext edfuing the day of the date of these presents, and the sum of 6150/. residue, and in full payment and fatisfaction of the faid fum of 6300 l. upon the — which shall be in the year, &c. both the said payments to be made at or in the common dining hall of Gray's Inn, in the eounty of Middlesex, without any abatement, &c. that then these prefents, and every article, clause and thing herein contained, and the said furrender so covenanted to be made as aforesaid, shall cease, determine and be utterly void and of none effect, to all intents and purposes what-Soever; any thing, &c. And, &c. Covenants, &c. to pay, &c good right, &c. to release and surrender, &c. in case of default mortgagees to enter and enjoy, &c. free from incumbrances; further affurance: Provided always that in case the said Sir A. shall happen to depart this life before

fore the faid principal form of 6000 1. and all interest which shall interedice before the or grow due for the same, shall be by him fully paid and satisfied to the 6000 s. princifaid C. D. and E. their executors, administrators of affight, according pal money paid, laid C. D. and E. their executors, administrators or anigns, according or in cale of two to the true intent and meaning of the faid provide or condition herein years arrear of before contained, or in case the interest of the said principal sam of interest, &c. 6000 /. shall happen at any time hereafter to be in arrear and unpaid for then mortenthe space of two years; that then, and in either of the faid cales so hap- goes to have pening, the faid C. D. and E. and the furvivors and furvivor of them, power to fell all or the heirs or alligns of the furvivor of them, shall and muy, and are premises, &c. bereby fully authorized and impowered by one or more fale or fales abprincipal and
folucly to fell and convey and furrender the faid manor, hereditaments, interest, and all and fingular other the faid respective premisses, with their and every of their rights, members and appurtenances, and the inheritance of the same, to such purchaser or purchasers, as they or any or either of them can procure to buy the fame; and out of the monies arising by fach fale or fales, and the rents, iffues and profits of the faid manut, bereditaments and premisses, until such sale or sales, shall in the first place deduce and take to themselves the said principal sum of 6000% and all the interest which shall be then due for the same, and all the reasonable colle, charges and expences in relation to the same; and from and after such deductions so made as aforesaid, in trust as to the surplus of the and overplas to monies arising by such sale of sales (if any such surplus there shall be) go to the money for the only use and behoof of the faid Sir A. his heits, executors or gagor, &c. administrators, and to the intent that such purchasor or purchasers of aff or any part or parts of the faid manor, hereditaments and premiffes, shall have a clear and undoubted title to the fame; it is hereby agreed and declared, that the receipt or acquittance to be given by the faid C. D. the receipt of and B. or the furvivors or furvivor of them, or the heirs, executors, ad. the mortgagees ministrators or affigus of the survivor of them, shall be a good and suffi-cient dicharge both in law and equity, unto such purchaser or purchasers, &cc. to be good. for all such monies which he or they shall pay upon the account of such perchase or purchases, unto the said C. D. and E. or any of them, or umo the heirs, executors or administrators of the survivor of them; and that fuch purchaser or purchasers, or the purchase or purchases to be mede in pursuance of these presents, shall in no sort be liable or responlible for the misapplication of any of the monies which shall be bona fide pad by fuch purchaser or purchasers, to the said C. D. and E. or any of them, or their or any of their heirs, executors, administrators of aligns, upon the account of such purchase or purchases, and, Uc. feeman from Sir A. not to cut timber, &c. during the mortgage, except for neessary repairs; surther security for said 60001 and interest, by demise of whor premisses, wherein Sir A. has an estate for life only, the same being settled on his marriage with the said dame A. B. his wife ! And this Indenture further switneffeth, for the further and better fecuring the payment of the said principal sum of 6000 l. together with the interest thereof, according to the true intent and meaning of thefe preferrs; and also for and in confideration of the fum of 50, of lawful money of Great Britain, to the faid Sir A. in hand paid by the faid C. D. and L. M. Gr. he the faid Sir A. Hath granted, bargained, fold and detnifed, and by these presents Duth, Uc. unto the said C. D. and E. their, G. All that, Gc. (the premisses in T.) To bave and to bold the faid minor, heredinaments and premifics herein before mentioned to be fituate,

lying and being in the faid county of T. and every part and parcel there-

Mortgagor to til default, &c.

and interest, given for the separate use of dame A. B. &c.

Teftator's death.

A fecurity for trustees for the lady.

of, with their and every of their appurtenances, unto the faid C. D. and E. their executors, administrators and assigns, from the day next before the day of the date of these presents, for and during, and unto the full end and term of 99 years, from thence next enfoing and fully to be compleat and ended (without impeachment of or for any manner of waste) if the said A. shall so long live; Yielding and paying therefore during the faid term of 99 years (determinable as aforesaid) the yearly rent of one pepper corn only, if the same shall be lawfully demanded, Subject nevertbeless to the proviso of redemption herein before contained; enjoy, see. un- And it is hereby declared and agreed by and between the said C. D. and E. and the faid Sir A. that until default be made in payment of the faid fum of 6000 l. or some part thereof, contrary to the true meaning of the faid proviso or condition, they the faid C. D. and E. their heirs, · executors, administrators and assigns, shall and will permit and suffer the faid A. his heirs and affigns, to receive and take all the rents, iffues and profits, of all and every the faid respective manors, hereditaments and premisses, without the let or interruption of them the said C. D. and L. or any of them, their or any of their heirs, executors, administrators or affigns, and without any account to be made or given to them, or any Recital of will, of them, for or concerning the same: And whereas F. by his last will, whereby 50001. &c. did (amongst, &c.) give, &c. unto his niece the said dame A. B. 5000 /. to be put out by such trustees as she should think fit to nominate, and in their names for her only and separate use, during her natural life; and after her death, to her children equally divided amongst them, excepting an eldeft son, whom the said testator by his said will entirely excluded from any part of it; it is the faid teltator's intent and meaning, being by the faid will declared to be, that the faid 5000 /. should not be chargeable with any debts or demands upon her busband, and that he should not have any right or title to any part of it, but that her receipt should be a sufficient discharge for the interest or product of the whole, or any part thereof; and if the died without children, to go to his the faid teffator's executor and his heirs; and after several pecuniary legacies thereby given, all the rest and residue of his real and personal estate he the faid testator did give to his nephew G. whom he made sole executor: And evbereas some time after the making of the said will the said F. died, after whose death the said G. did on, &c. duly proved, &c. And whereas by indenture quadripartite, bearing date, &c. between H. the same to two of the first part, the said D. A. B. of the second part, the said G. of the third part, and the faid D. and M. of the fourth part, (after reciting, Uc.) for and in confideration of the faid fum or legacy of 5000 1. of, Uc. paid by the faid G. by the direction and appointment of the faid D. A. B. (tellified as therein mentioned) and of the sum of 5 s. of like money to the faid H. paid by the faid D. and M. the faid H. at the nomination, and by the direction and appointment of the faid D. A. B. (tellified as therein mentioned) Did grant and demise unto the said D. and M All that, &c. To bold unto the faid D. and M, their executors, administrators and affigns, from the day next before the day of the date thereof, for and during the term of 1000 years from thence next enfuing, and fully to be compleat and ended, without impeachment of or for any manner of waite, at and under the yearly tent of one pepper corn only, if the same shall be lawfully demanded, in which said indenture there is a provilo

Mortgages.

a proviso contained for the making void the same upon payment of the faid H. his heirs, executors, administrators or assigns, unto the said D. and M their executors, administrators or assigns, of the sum of 5250% of lawful money, at the place and upon the feveral days and times therein limited and appointed for the payment thereof, and now past, (subjed nevertheless to the trusts, devises over, and contingency mentioned and expressed in the said last in part recited will of and concerning the said legacy of 5000 l. thereby given, and the interest thereof) as by the faid indenture may appear: And whereas the faid D. A. B. hath agreed Agreement with the faid H. to fink and lessen the interest of the faid 5000 % by him touching reducsecured in trust for her as aforesaid, and to accept of interest for the inginterest from secred in trust for her as aforefaid, and to accept of interest for the face for the future, after the rate of 41. 10 s. per cent. per ann. from 51. per cent. to the Gr. And whereas by an indorfement, bearing date the —— day of lease from one this instant month of March, written on the back of the said in part re- of the trustees cited indenture of mortgage, the faid M. in pursuance and performance to the other, of, and in obedience to a certain decree therein mentioned to be made &c. and pronounced by his Honor the Master of the Rolls, and for the conideration therein expressed, did by the direction of the said D. A. B. (tellified as therein mentioned) remife, release, assign and confirm the and manor, &c. unto the faid D. his executors, administrators and affigns, from thenceforth, for and during all the rest and residue of the aid term of 1000 years therein then to come and unexpired, (subject nevertheless to the trull, devises over, and contingencies mentioned and expressed in the said last herein in part recited will of and concerning the faid legacy of 5000 l and the interest thereof) as by the said inderfement (relation being thereunto had) may more fully appear: Now Further fecurity this Indenture further witneffeth, that for the better securing the due pay- for payment of ment of the interest of the said sum of 6000 l. so lent and paid to the interest of the faid A. by the said C. D. and E. as aforesaid, so long as she the said said 60001. D. A. B. shall happen to live, in case the said principal sum of 6000 l. he lent to the faid A. as aforefaid, and all interest which shall incur due for the same, shall not be sooner paid off and discharged, she the said D. A. B. Hath directed and appointed, and by these presents Doth di-ned and appoint that the said H. his executors, administrators and as-the lady to the figns, from time to time, so long as she the said D. A. B. shall happen mortgagor, of to live (in case the said principal sum of 6000 l. so lent to the said A. the 50001. &ce as aforesaid, and all the interest which shall incur due for the same, shall to pay the intenot be sooner paid off and discharged) shall from time to time receive, rest for the apply and pay all the interest which shall incur and grow due from the 6000 t. (in case not paid) during the history, executors, administrators or assigns, for or in respect ing her life, &c. of the faid 5000 L. fo lent to him as aforesaid, towards the paying and The receipts for discharging of the interest of the said principal sum of cooo! so lent the interest of to and hereby secured by the said A as aforesaid: And she the said D, the 5000 l to A. B. doth hereby agree and declare, that the receipts from time to time be good, &c. to be given by the said D's executors, administrators or assigns, to the faid H. his heirs, executors, administrators or assigns, for the interest of the faid principal fum of 5000 l. shall be as good and valid, as if the faid D. A. B. bad joined in the same. In Witness, &c.

Morigage for fecuring the Sum of 1000 l. and Interest, where a Book and
Worrant of atterney was before given.

HIS Indenture, &c. Between Sir T. S. S. of, C. bail of the one part, and W. P. W. of, &c. efq; of the other part, Wh neffeth, that for and in confideration of the fum of 1000 1. of, Un to the faid Sir T. S. S. in hand paid by the faid W. P. W. at or before the fealing and delivery hereof, the receipt whereof the faid Sir T. S. S. doth hereby acknowledge, and thereof acquir the faid W. P. W. beth faid Sir T. S. S. Hath granted, bargained, fold and demifed, and by these presents Doth, &r. unto the faid W. P W. All and hogular de freehold manors. Ur. of him the fald Sir T. S. S. or of any other the fon or persons, In Truff for him in the county of W. and H. or either of them, and the reversion, Ur. To have and to bold the fattle premise, with the appurtenances, unto the faid W. P. W. his, Gr. from the day next before the day of the date hereof, for and during, and time the full end and term of 2000 years, from thence next enfuring, and fully to be complexe and ended, without impeachment of waste: Provided, that if the faid Sir T. S. S. his heirs, executors, administrators of affigits, & and thall pay, or cause to be paid unto the said W. P. W. his executors, administrators of assigns, at or in the common diality hall of Gray's life aforefaid, upon - next enfuing the date hereof, the fum of 1000% of, Er. with lawful interest for the same, after the rate of \$ 1. per tol. per ann. without any deduction or abatement whatfoever, dit of the Table, by teason of any parliamentary or other taxes imposed of to be imposed, then these presents, and every thing herein comained, fait cease and be void; any thing herein, &c. And the fald Sir T. 3 & dorn hereby for himself, Gt. covenant with the said W. P. W. his, Sh that he the faid Sir T. S. S. his heirs, &t: or one of them, half the will pay, or cause to be paid unto the said W. P. W. his executors, administrators or affigus, the faid fum of 1000 l. with such interest for the fame as before mentioned, at the time and place aforefald; shall and will, within the space of ten days next enfuing the date herein furrender, or cause to be surrendered, all and singular the copyhole meffuages, farms, lands, tenements and hereditaments, which he the faid Sir T. S. S. holds of the manor of F. in the faid county of H. W the use of the said W. P. W. his helts and assigns, but subject to the faid provide or condition for redemption thereof. And laftly, it is held by declared, that until default that be made in payment of the faid had of 1000 l. and the interest thereof, or some part thereof, it shall be have fal for the find Sit T. S. S. his helts and affigus, to hold and enjoy the Said premiffes to his and their own use, without any disturbance by the faid W. P. W. his executors, administrators or affigue: And coherent the faid Sir T. S. S. hath given one warrant of attorney, bearing even date herewith, to confess one judgment unto the said W. P. W. is the fum of 2000 l. Now it is bereby declared, that the fame judgment and warrant of attorney for the same, is only intended to be a collateral fecurity for the payments of the fum of 1000 !. and the interest thereas, in manner as aforefaid and to be void upon fuch payments to be fo made as aforelaid. In witness, &c. Mortgo

Martgage in Fee of a Feme Coveri's Estate by Fine.

HI 16 Industure tripartite, &c. Between B. of, &c. and C. his wife, (which faid C. was the eldest daughter and devisee of and under the last will and testament of M. late of, We. also deceased, and was last the widow and relief of J. late of, &r. also deceased) of the soft part, F. of, & (consider in the fine after recited) of the fecond sun, and D. of, Se. of the third part Whereas for barring of all effaces Recital of a tail and semainders on the meduage, Src. and tythes herein after men-fine. sioned, to the end and intent, they the faid B. and C. his wife might, by way of mortgago thereof, be enabled to borrow on the fame hereditentests and premises, of and from the faid D. the fum of 500 ?. and for that purpose to settle, convey and affure the fame, unto and to the we of her the faid D, her beine and alfigne, as and for a security for the repayment thereof, unto her, her executors, administrators and asson, with interest, as herein after mentioned; and to the end and intent, that after the repaymone thereof, with interest, all and every the tame premisses may be settled and affored, or otherwise be and remain ama and upon fach uses, intents and purpoles, as are herein after experfied and doclared concerning the same; and for other good confiderations them she faid B. and C. his wife severally moving, they the said B. and C. his wife did in Hilary Term new last past, before the day of the date hereof in his majesty's court of common pleas at Walminster, in due form of law, acknowledge, and levy unto the faid F. and his heirs, one fine fur conustance, &c. with proclamations thereupon had, wall and fingular the before monitored and herein after granted and rehaled hereditaments and premilles, by the names of, &c. as by the resuch of the course of common pleas at Westminster, relation, &c. Now Uses declared, this Indiature quiteeffeth, that for and in confideration of the faid fum of 900 le of, the to the faid B. and C. in hand well and truly paid by the and D. at or, &c. the receipt, &c. and for divers, &c. they the faid A and C: his wife did grant, bargain, fell, affign, release and confirm me De (to her actual possession, Sc.) All that messuage, Sc. (several parcels of lands, &r.) and all manner of tythes of corn, grain, hay, moe, wook and kunb, and all other great and predial tythes whatforariling, coming, growing or renewing out of all and fingular the hid lands, consmonts, horeditaments and premiffes herein before menmened and intended to be hereby released, and out of every or any past or parcel thereof; and also all houses, out houses, &c. all and fingular valuich said messuages, &c. being lately legally come to and refled in the faid M. and his heirs, he the faid H. did, in and by his has will and testament, give and devise the same unto her the said C. (by mame of, Etc.) and to her heirs and affigns, as therein is mentioned: and all and fingular other the freehold meffuages, land, tythes and heredisamense whatforver, of them the faid B. and C. his wife, fituate in, Et. and which in and by the said will of the said H. were given or dewied, or intended to to be, unto the faid C; and her heirs as above mentioned, and the reversion, &c. and all the estate, &c. of B. and 6. and also all and every the deeds, writings, escripts, evidences and minuments

minuments whatforver, touching or in any wife concerning the premisfes, or any part thereof, now in the cultody or possession of the said B, and C. his wife, or any other person or persons in trust for him, her or them, or which he, the or they can or may come by or procure without fuit in law or equity; To bave and to bold the said premisses unto and to the whe of the laid D. her heirs and alligns for ever; And for the coulderations aforefaid, and for the ends, intents and purposes above-mentions ed, it is hereby mutually covenanted, declared and agreed by and between all the faid parties to these presents, and their true intent and meaning is that the said fine so as aforesaid, or in any other mamer had and levied, and all and every other fine and fines, and other affurances in the law whatfoever, already had, made, levied, fuffered or executed, or which at any time or times hereafter shall be had, made, levied, fatfered or executed of the faid hereby granted and recited melluges, tythes, &c. or any part thereof, (except before excepted) by or ketween the said parties to these presents, any or either of them, or whereunto they, any or either of them, shall be parties, either alose or jointly with any other parties, or any other messuages, &c. as for and concerning the faid herein before granted and recited hereditaments and premisses, shall enure, and shall be adjudged, deemed, construed and taken, and was and were, at the time and times of the levying, suffering and executing thereof, meant and intended to be and enute to and for the only proper use and behoof of the said D. her heirs and alligns for ever, subject nevertheless to the proviso berein after contained, (that is to fay) Provided always, and upon condition nevertheless, and it is hereby agreed and declared by and between all and every the faid parties, and the true intent and meaning of them, and of these presents is and are, that if they the said B and C. his wife, or either of them, Gc. (two days for payment of 5201, as usual, &c.) that then and from thenceforth the use and estate herein before limited to the said D and her heirs, of and in the faid premisses, shall cease, determine and be ablelutely void, to all intents and purposes whatsoever; and that then and from thenceforth the said messuages, &c. and the premisses, and the estate herein and hereby granted and conveyed to the said D. her here and assigns, of and in the same hereditaments and premisses, and also the faid fine so levied of the same as aforesaid, and the further execution thereof, and all and every other fine and fines, recovery and recovered conveyance and other assurances as aforesaid, as to, for and concerning the faid herein before mentioned and intended to be hereby granted and released messuages, &c. and other the premisses, shall be and enure, and shall be construed, adjudged, deemed and taken to be and enure, To the Use and behoof of such person and persons, and for such estate and estates, trusts, intents and purposes, upon such condition, and in such manner and form, as they the faid B. and C. his wife, at any time date ing their joint lives, shall by any deed or writing, to be by them daly executed in the presence of two or more credible witnesses, direct, is mit or appoint the same premisses; and for want of such direction, limit tation or appointment, and until fuch direction, limitation or appoint ment, shall be made, and until such estate and estates so directed, limited or appointed, shall respectively commence and take effect, and as such estate or estates so directed, limited or appointed, shall respectively end and determine, and as to fuch part or parts of the fame premifety whereof

whereof no such direction, limitation or appointment, shall be made, to the use and behoof of the said B. and C. his wife, for and during the term of their two joint natural lives, and the life of the longer liver of them; and from and after the decease of the said B. and C. his wife, and the furvivor of them, then to the use and behoof of the right heirs of the said C. for ever, and to and for no other use, trust, intent or purpole whatlogver; And the faid B. for himself, and for the said C. his Further covewife, and for his, her and their heirs, executors and administrators, nants, and for every of them, doth covenant, promife and grant to and with the faid D. her executors, &c. by these presents, that they the said B. and C. his wife, or one of them, their or one of their heirs, &c. shall and will well and truly, &c. (To pay the money, &c.) viz. That they, or one of them, are seised, &c. good right, quiet enjoyment, on default, free from incumbrances, &c. other than and except one indenture of mort-Exceptions. gage, bearing date — made of parcel of the said premisses, by the said H. to one A. of, &c. for the term of 1000 years, defeasible on payment of the fum of - in manner as therein mentioned; the remainder of which Said term is by indenture quadripartite, bearing date berewith, and made ... or mentioned to be made between the faid A. of the first part, the faid B. and C. his wife of the second part, the said D. of the third part, and E. of, Uc. of the fourth part, assigned or intended to be assigned to the faid E. his executors, &c. in trust for the said D. his heirs and assigns, to attend, wait upon and go along with the reversion, or remainder and inheritance of the same premisses hereby conveyed (inter alia) to the end to protect and preserve the same from mesne incumbrances, if any fach there be, (Subject nevertheless to the provisoes of redemption herein before-mentioned); And also except, &c. (another mortgage to another person of other part of the premisses, and assigned in like manner to the same trustee by another quadripartite indenture); And also except one annuity or yearly fum of 5 1. charged on and payable quarterly out of the faid hereditaments and premisses hereby granted unto --- during the term of his natural life, in and by the said will of the said H. a therein mentioned.

A Martgage by Demise, reciting a former Mortgage of the same Premisses to another Person.

HIS Indenture, made, &c. Between J. W. of, &c. of the one part, and G. C. of, &c. of the other part. Whereas by indenture of mortgage, &c. (Recital of a mortgage of the premisses by demise to H. J. for 500 years, in consideration of 800). See Title Recitals): And whereas the faid intire principal fum of 800 l. together with a considerable arrear of interest remains due to the said H. J. and the said G. C. for the supplying the present occasions of the said J. W. hath agreed to advance and lend to him the fum of 600 l. on the security of the same manor, &c. Now this Indenture witnesselb, that for and in con- Declaration. sideration of, &c. the receipt, &c. and for divers, &c. He the said J. W. Doth hereby declare and agree, that the faid manor, &c. and premisses .

premission harving the rost, residue and remainder of the said term of 500 years yet to come and unexpired, as well stand and be a security for the said sum of 600 s. So advanced and paid to him the said J. W. by the said S. C. as aforesaid, with interest for the same at the rate of, He. 22 for the said sum of 800 s. so due to the said H. J. and the interest thereof: And this indenture further witnessell, that for and in consideration of the said sum of 600 s. so paid to the said J. W. as aforesaid, be the said J. W. as aforesaid, he the said J. W. that granted, bargained, sold, demised and to same letten, and, He. Doth, He. wore the said G. C. his executors, He. All, He. To have and to bold, He. Tokking, He. (Add covernments or afinal, with exception of the resisted wortgage). In Witness, &c.

By Leafe for Years, in purfusant of a Power reserved in a Sattlement, which was before executed in part.

HIS Indenture; made, Ge. Between J. lard W. of the one part, and J. F. of - of the other past, Wherear in and by indenture, &c. (Reciting the fettlement to the end of the ufer) In which aid indenture is contained a proviso in these or the like words, (to wit) Prowided, &c. to martgage by deed for 300 years, or for any leffer term, up on trust to raise any sum not exceeding 4000 L na by, Se. Now this ledenture witnessith, that the feid J. lord W. for and in consideration of the sum of 1000 L of, Ge, in hand, Ge, by the said J. F. at and before, &c. the receipt, &c. and for divers, &c. He the faid J. lord W. by wirtue of the faid power, and all other powers enabling him is this behalf, and as fully as he may or can by law or equity, Hath gramed, leafed, demiled, fet and to farm lettern, and by this prefent industure in writing, attested by three credible persons whose names are hereon indorsed as witnesses hereunto, Doth grant, &c. unto the said J. F. his executors, &c. All, &c. and the reversion, &c. and all the estate, &c. power and equity of redemption of the faid 7. lord W. in and to the same; To have and to hold the said, &c. unto the said J. F. his execorners, Us. from henceforth, for and during and unen the full end and term of 200 years, fully to be complemed and ended; Tielding and paying therefore yearly and every year during the said term unto the said J. his heirs and assigns, the rent of one pepper-corn only, if the same shall be lawfully demanded: Provided, Sec. (the provide of redemption) and, Sec. (Commant to pay the money, that not withflanding any all, &c. (seeept, 800.) the martgager has power to grant, that after default of payment the moregage shall enter and enjoy, (except, &c.) free from incombrances, (Except merigage by leafe for 200 years for securing 1000 !. and interest, assigned by order of chancery by the faid J. ford W. to P. M. and V. W. for securing a sum of money and interest, in trust for, &c. parfront to a decree, and that the mortgager will keep down the interest of the faid fum, so as it do not prejudice the security to J. F. for surther after ance): And laftly, the faid J. F. for himself, his executors, &c. doch covenant, &c. to and with the faid Y. lord W. his heirs, &c. by thefe prefents, that until there shall be a failure in payment of the said sum of

— or some part thereof, contrary to the true intent and meaning of the above written proviso or covenant, it shall and may be lawful to and for the said J. lord W. his heirs and assigns, to receive the rents, issues and profits of the said, &c. to his and their use and uses, without any account to be had or given for the same (a) In Witness, &c.

Another, in pursuance of the Power in a Settlement, wherein was a Common Recovery.

HIS Indenture, made, &c. Between H B. of, &c. and D. his wife, (which faid D is the only daughter and heir of H. M. bart. deceased) of the one part, and J. M. of, &c. of the other part. Whereas, &c. (Recital of the settlement, with a covenant to suffer a recovery to the end of the uses) In which said indenture of release is also contained a proviso in these words, or to the effect following, (that is to fay) Provided, &c. (Proviso or power to mortgage the premisses): And whereas a common recovery was suffered, according to and in pursuance of the covenant or agreement for that purpole contained in the faid indenture of release herein before recited: And whereas the said 7. M. bath agreed to lend and advance the fum of _____ principal monev. unto the said H. B. and D. his wife, in part of the sum of which, in and by the before recited proviso, they the said H. B. and D. his wife have power to raise and borrow on the security of the premisses: Now this Indenture witnesseth, that for and in consideration of the faid sum of - of, &c. to the said H. B. and D. his wife, in band, &c. the receipt, &c. They the faid H. B. and D. his wife, according to and in pursuance of the power to them limited in and by the faid recited indenture quadripartite of release, bearing date, &c. and the recovery suffered in pursuance thereof, Have by this deed, writing and indenture, under both their hands and feals, by both of them the faid H. B. and D. his wife, executed before and attested by three credible witneffes, granted, demised, limited and appointed, and by, &c. Do, and each of them Doth grant, Gc. unto the faid J. M. his executors, Bc. All, &c. To have and to hold the faid, &c. and all and fingular other the premisses herein and hereby granted, demised, limited or appointed, or meant, mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the laid J. M. his, &c. from the day of the date of these presents, for and during and unto the full end and term of 1000 years, from thenceforth next enfuing and fully to be compleat and ended; Tielding and paying therefore yearly and every year during the faid term hereby limited, unto

⁽a) Note; the power was executed in part before this mortgage, otherwise the mortgager ought to have covenanted, that the said recited power is in full force, and not executed before the execution of these presents, and that the same is not suspended or extinguished.

the said H B. and D. his wise, their heirs and assigns, the tent of one pepper-corn only, at the seast of —— (if the same shall be lawfully denianded) Provided always, &c. (that if H. B. and D. his wift, or other person seised, pursuant to the limitations in the recited settlement pay, these presents to be void; vide Tit. Proviso.) And, &c. (Covenant to say the mortgage money; good right; in case of default of payment, the mortgages to enter and enjoy, free from incumbrances; for surfer assurance in ease of such default, and until default the mortgagors to enjoy. Vid. Tit. Covenants.) In Witness, &c.

For further Security, there having only been a Bond given for the Repoyment of Money borrowed.

HIS Indenture, &c. Between, &c. Whereas the faid W. G. the father, and W. G. the fon, have taken up and borrowed of the faid F. L. and I. F. the sum of 2000 l. of, Uc. and for securing the repayment thereof with interest after the rate of 5 l. per cent. per ann. by their bond or writing obligatory, bearing equal date herewith, fland bound to the said F. L. and J. F. in the penal sum of 4000 l. conditioned for the payment of 2000 l. as therein is mentioned: Now this Indenture witnesselfeth, that for securing the said sum of 2000 l. and interest, and in consideration of 5 s. a-piece, &c. (as in other mortgages).

Security by Inderfement, from the three Executors of an Exercise and of an Administrator for a further Sum due on Account stated upon a Morgage made by the Intestate.

7 HEREAS the within 3. G. died intellute, and administration of all his goods, chattels, rights and credits, was duly granted unto A. J. his widow and relict: And wherear the laid A. J. is here dead, having first made her last will and testament in writing, and thereof made her daughter S. J. M. J. and E. D. wife of A. D. executors, who have fince duly proved the same in the prerogative court of Canterbury, and taken upon him the burthen and execution thereof And whereas administration of all and singular the goods and chattels rights and credits of the said J. G. deceased, unadministered by the faid A. J. hath been also duly granted to the said S. J. M. J. and E D. And whereas the within named J. B. is dead, having first made his last will in writing, and thereof J. F. S. C. and F. B. joint executors who duly proved the same, but the said J. F. was the only acting executrix thereof: And whereas the said J. F. S. C. and F. B. are fisc dead, and letters of administration with the will annexed of the laid J. B. have been duly granted to C. D. of, Sc. efq. And whereas the faid S. J. M. J. and A. D. and £, his wife, have this day fertied accounts

with the faid C. D. touching all monies received by the faid S. F. S. C. and F. B. and C. D. or any of them, or by any other person or perfons for their or any of their use, for or on account of the principal monies and interest due on the within mentioned mortgaged premisses, by the perception of the rents thereof, or otherwife, as also for and congerning divers sums of money paid, advanced and disbursed by the said S. F. S. G. and F. B and C. D. for and on account of the within mentioned mortgaged premisses, whereby it does appear that the sum of 512 / in the proviso within written mentioned, is still wholly due and uppaid to the said C. D. and also that there has been advanced and paid for and on account of the within mortgaged premises, the further fum of 1741. 8 s. Now these Presents witness, that the said S. J. M. J. A. D. and E. his wife, for the confideration aforefaid, do for themselves severally, and for their several heirs, executors and administrators, covenant, promise and agree, to and with the said C. D. his executors, administrator's and affigue, that the within mentioned to be affigued premilifes, and every part and parcel thereof, shall be liable to and chargeable with the payment as well of the within mentioned fum of 512% and interest thereof, as of the aforefaid sum of 174%. 8s. advanced and paid as aforesaid, together with lawful interest for the same; and that they the faid S J. M. J. A. D. and E. his wife, their executors and administrators or any of them, shall not, nor will redeem or cause to be redeemed the within mentioned to be affigued premisses, or any part thereof, without payment as well of the faid fum of 512 l within mentioned to be fecured, and the interest thereof, as also of the said sum of . 1741. 8s. and the interest thereof; And the said S. J. and M 3 for themselves severally and respectively, and not the one for the other of them, and for their feveral and respective heirs, executors and administrators, and the said A. D. for himself and the said E. his wife, and his heirs, executors and administrators do further covenant, promise and agree, to and with the faid C. D. his executors, administrators and assigns, that they the faid S. J. M. J. A. D. and E his wife, their executors and administrators, or some of them, shall and will well and truly pay or cause to be paid unto the said C. D his executors, administrators or assigns, the said two several sums of 5121 and 1741. 8 s. together with the lawful interest for the same, on the 20th day of July next ensuing & the date of these presents. In Witness, &c.

A farther Charge of Lands mortgaged (the Mortgagor and Mortgage being both dead) for Money borrowed by the Heir of the Mortgagor of the Heir and Devisee of the Mortgagee.

By Indorsement on the Mortgage.

Recitals. Mortgagor's death, &c.

Mortgagee's death and will.

Mortgage money to be laid out in a purchase, &c.

Interest paid. More money Dorrowed.

Covenant that the premisses be chargeable fum:

venant that on payment of principal and interest, the heir of the

O all, &c. Whereas the above named G. L. is departed this life, whereby B. L. elq; eldest son and heir and also executor of the faid G. L. is become legally intitled to the equity of redemption of the within mentioned mortgaged premisses; And whereas the above named D. E. is also dead, having in his life-time made his last will and testament, dated, &c. and therein reciting, that there was due to him from M. L. the principal sum of 2500 l. secured by a mortgage for his share and interest in --did by his faid will direct, that as foon as a convenient purchase could be found or had, his executors therein after named should, with the approbation of his second son, now earl of ----lay out the faid fum of 2500 l. owing to him from the faid M. L. in the purchase of lands, tenements or hereditaments to be conveyed to the several uses thereinafter mentioned: and the said testator's further will and meaning was, that until fuch purchase should be made as aforesaid, his executors and the furvivor of them, and the executors or administrators of such survivor, should in the mean time permit his said soo C. C. now --- to receive to his own use the interest of the said 2500 L owing to the said testator from the said M. L. as by the said in part recited will, relation, &c. And whereas no convenient purchase has yet been found: And subereas all interest due for the said sum of 2500 l. to the day of the date hereof, is paid off and discharged by the said B. L. And whereas the said B. L. hath this day taken up and borrowed of the faid earl of — the further sum of 500 l. of &c. (which together with the before mentioned sum of 2500 l amounts in the whole to the sum of 3000 l. principal money) the receipt whereof the said B. L. doth, &c. Now know ye, that for the consideration aforesaid, he the said B. L. for himself, his heirs, executors and administrators, dorh covenant, morigaged shall promise and agree, to and with the said earl of ---- his heirs, executors, administrators and assigns, by these presents, that all and every with the whole the premisses in the within written indenture mentioned, and thereby granted and released, shall from henceforth stand charged and be chargeable, and be a fecurity for the payment of the fum of 3000 l. and interest; and that the within mentioned mortgaged premisses shall not be redeemed or redeemable until the faid fum of 2000 L and all interest to Provise and co- grow due for the same, shall be fully paid and satisfied: Provided always, &c. And the faid earl of - for himself, his heirs, executors and administrators, doth covenant, promife and agree, to and with the faid B. L. his heirs, executors, administrators and assigns, by these ptefents, that if the faid B. L. his heirs, executors or administrators,

or any of them, shall and do well and truly pay or cause to be paid unto mortgagee shall the faid earl of ---- his executors, administrators or assigns, the faid convey the prefum of 500 l. part of the said sum of 3000 l. together with interest for misses to the the whole principal sum of 3000 l. after the rate of 5 l. per cent. per mortgagor. ann. and also shall and do well and truly pay or cause to be paid the said fum of 2500 L remainder of the faid premifed fum of 3000 L to the several persons, in and by the said in part recited will of the said earl of intitled to receive the fame on ——— next enfuing the date of thele presents, without any deduction, &c. that then he the said earl ofhis heirs, executors or administrators, shall and will at the request, costs and charges, of the faid B. L. his heirs, executors, administrators and affigns, convey the within mentioned premisses to the said B. L. his heirs, executors, administrators or assigns, or to such person or persons as he or they shall direct or appoint: And the said B. L. for himself, his heirs, Heir of the executors and administrators doth covenant, promife and grant, to and mortgagor cowith the said earl of - his heirs, executors, administrators and as venants to pay signs, by these presents, that they, and in such case the said B. L. his the mortgage heirs, executors, administrators or assigns, shall and will well and truly money, &c. pay the sum of 3000 l. with interest for the same after the rate of 5 per cent, per ann, in manner aforesaid according to the true intent and meaning of the above written proviso. In Witness, &c.

A further Charge from Plaintiffs in a Cause, to secure to the Solicitor all Monies for carrying on the Caufe, &c.

ND Whereas the above named J. S. as the fole executor of the As to a bill in above named J. S. did as of T. term now last past exhibit his a chancery, and bill in the high court of chancery as plaintiff against them the said J. prayer thereof. M. and E. his wife, and G. B. defendants, whereby, after fetting forth (amongst other things) the herein above mentioned mortgage made from the said J. S. to the said G. B. of the said premisses, and the transfer thereof from the said G. B. to the said G. S. for securing payment to him of the faid sum of 221 l. 10s, and interest, it is by the faid bill (among other things) prayed, that the said J. M. and E. his wife, might pay to the said J. S. his principal, interest and cost, due on his faid fecurity at the time therein mentioned, or else that they should stand and be absolutely foreclosed of all equity and benefit of redemption, of, in and to the faid premisses, to which bill they the said 7 M. and E. his wife have put in their answers, and also have brought a cross bill in the said court as plaintiffs against the said 7. S. and others, as defeodants, touching the transfer of the faid mortgaged premisses, and to have an account of the faid J. S.'s personal estate, and other matters in the faid bill contained; but not having money of their own to pay the charge and expence of defending and profecuting the same, have applied to and requested the said J. T. to be their solicitor in the said causes, As to applicaand to advance monies for managing and carrying on the same until a tion to Mr. T. final determination thereof, (who at their special instance and request to carry on the hath agreed to to do) and for fecuring repayment of all fuch fums of cause.

money

money as first be by him advanced and paid in managing and carrying on the faid causes, and so his sees and expences in so doing, the said 7. M.

ney fo to do.

and E. his wife have greed, that the said herein before released premisses shall stand and be as a security for payment of the same to the said 7 T. in such manner and subject as herein after is mentioned: Now this Indenture further witnesseth, that they the said J. M. and E. his wife, in pursuance of the faid recited agreement, and for the purposes aforefaid, Have, and by these presents Do, and each of them Doth con-Letter of attor- stitute, authorize and appoint, and in their place and stead depute and put the said J. T. their true and lawful attorney and solicitor, to defend and carry on the faid causes in the faid court of chancery touching the matters aforefaid, and to act, transact, execute, do and perform all and every fuch acts and things as shall be necessary and requirite for the defending and carrying on the faid causes, until the same shall be fully ended and determined, in such manner as he the said J. T. shall be adwiled, or in his discretion, from time to time, shall think necessary; and that they the faid 7 M. and E. his wife, do, and each of them doth hereby give and grant unto the faid J. T. and his assigns, their and each of their full, whole and absolute power in all and fingular the same promiffes, and do, and each of them doth hereby allow, ratify, establish and confirm all and every such legal acts and things as he or they shall do or canfe to be done, by virtue of these presents, and the power hereby given; and for securing payment unto the said J. T. of all and every fuch fum and fums of money as shall be by him disbursed, paid and expended in defending and carrying on the faid causes, and for his feet in / to doing, They the faid J. M. and E. his wife, (by and with the confent and approbation of the faid B. G tellified by his executing of these presents) Do and each of them Doth by these presents charge, and make chargeable and liable the faid meffuage or tenement, lands, hereditaments, and all and fingular the hereby granted and released premises, with their appurtenances, to and with the payment of the fame (Subject neverthèless in the first place to and with the payment of all principal and interest monies hereby secured to the said B. G. his executors and affigns, in manner as aforesaid) and also to the payment of all principal, interest monies and costs, as shall appear to be justly due and owing, by virtue of the herein before mentioned fecurity: And the faid J. M. for himself, and for the said E. his wife, and for their respective heirs, executors and administrators, doth hereby covenant to and with the said J. T. his executors, administrators and assigns, in manner as follows, wiz. That they the faid 7. M. and E. his wife, or one of them, their or one of their executors or administrators, shall and will well and truly pay or cause to be paid unto the said J. T. his executors or assigns, all fuch fum and fums of money as shall be by him and them difburfed, paid and expended, for the defending and carrying on the aforesaid causes,

> together with all his fees and charges in so doing, and that the faid hereby released premisses shall not be redeemed or redeemable, either in law or in equity, until the full payment and fatisfaction thereof be made; And also that they the said 3. M. and E. his wife, or either of them, their or either of their executors, or administrators, shall not, without the consent of the said J. T. first had in writing for that purpose, revoke the above mentioned letter of attorney, nor release, discharge, discontinue, or do any other as what sever whereby to prevent, stop or

Mortgaged premiffes charged with payment of monies for carrying on the cause.

Mortgages,

binder any proceedings what foever in the said causes, or either of them, want such time as he the said J. T. his executors and assigns, shall be sailly paid and satisfied all his disbursements, charges, sees and expences togething his managing and carrying on the same in manner as aforesaid, according to the true intent and meaning of these presents.

A Mortgage to Trusses for 21001. for securing the Money of an Infant put out by his Guardians who are the Trusses.

HIS Indenture, made, Gc. Between Sir J. M. of, &c. of the ове part, and R. M. of, Gc. esq; and W. P. W. of, Gc. esq; Courviving executors in trust of the last will and testament of Sir G. H. knight, Ge. deceased) of the other part. Whereas by indentures of Jease and release, the lease bearing date the 12th day of June in, &c. and made, or mentioned to be made between Sir J. M. of the first part, R. W. esq; and R. C. esq; of the second part, T. W. esq; and W. C. elg; of the third part, T. C. elg; and M. F. elg; of the fourth and dame P. M. (the now wife of the faid Sir J. M. by her then me of P. W. daughter of Sir G. W. baronet deceased) and sister of is faid T, and C. W. of the fifth part, reciting (among other things) that a marriage was agreed and intended to be had and folemnized be-tween the faid Sir J. M. and the faid dame P. his now wife (then P. W.) in confideration of the faid then intended marriage, and of the marriageportion of the faid dame P. and for other confiderations therein mentined, the faid Sir J. M. did grant, release and convey unto the faid R. W. and T. D. All those manors or lordships of W. D. To hold unso the faid R. W. and T. D. and their heirs, To and for the several uses, Intents and purpoles, and under and subject to the several provisoes, conditions and agreements therein after mentioned and expressed, viz. to the use of, &c. In Trust for the raising and paying the said portions and yearly maintenance to and for such younger and other child or children as afore is mentioned; so as and always provided, that the said sum and Turns of money to to be charged and raised for the portions and maintenance of such younger and other child and children as aforesaid, or the term and terms of years to be limited and appointed for the raifing thereof, do not in any manner affect, charge, take place or commence, in or upon the faid manors and premisses in the faid county of W. until after the decease of the said dame P. (then P. W.) And subcreas soon after the making and executing the faid in part recited indentures of leafe and release of marriage settlement, the said marriage between the said Sir J. M. and the said D. P. his now wife, did take effect and was solemnized; And the said Sir J. M. has issue by the said D. P. his wife, two Ions and two daughters (viz.) C. J. P. and C. M. And whereas the faid Sir J. M. is about marrying the said P. his eldest daughter, unto J. H. of, the efq: And whereas in a cause depending in the high and honourable court of chancery, wherein the said Sir J. M. was plaintiff, and the said C. M. and J. M. sons of the said Sir J. M. by the faid D. P. (being infants under the age of 21 years by J. M. of the pari.h parish of St. A. H. in the county of M. esq; guardian) were defen dants, it was declared by the right honourable the lord high chancellor of Great Britain, that the plaintiff, by virtue of the said settlement, had a power, and might in pursuance thereof make one or more mongage or mortgages of the said settled premisses, or any part thereof, for rating portions for his younger children, not exceeding in the whole the lun of 4000 l. but not to take place as to the said premisses in W. of the faid lady M. P. rent-charge of 500 l. per ann. fettled on her for life as aforesaid; and his lordship did thereby order and decree, that the plaintiff Sir 7. M. be at liberty as to the premisses in the said county of W. fo as it be without prejudice to the faid rent-charge, so settled on the lady P. as aforesaid, or the arrears thereof, that may happen to be due at the time of her decease, to raise the said sum of 4000 % or any part thereof, so as the same be applied to the portions of his younger children as aforesaid, and to no other purpose, at such time or times as he should think fit, by making one or more mortgage or mortgages of the premiffes, or any part thereof, with liberty to the mortgages or mortgages to enter thereon, in default of payment of the principal or interest, at the day or days to be therein appointed, as is usual in mortgages; and it is thereby ordered and decreed, that when any mortgage or mortgages should be made for that purpose aforesaid, the plaintiff, his executors and administrators, do keep down the interest of the money which from time to time should grow due during his life, but the mortgagee or more gees of such premisses as should be mortgaged, was and were snowthstanding the said plaintiff was thereby decreed to keep down the intent of the mortgage, if he or they should think sit) to be at liberty to enter upon the said mortgaged premisses, or any part thereof, in default of the plaintiff's payment either of the interest or of the principal if the mongagee or mortgagees should think fit to permit the plaintiff to continue in possession of and to receive the profits thereof, such receipt of the profit was not to be deemed any exoneration of the premisses so to be mortgaged as aforesaid. And whereas the faid Sir G. H. by his last will and testament in writing, bearing date, &c. after several legacies thereby given, did (among other things) give the refidue of his estate both real and personal unto his children begotten, and to be begotten on the body of dame S. his wife, equally to be divided (but his eldel for to have a double share); but for want of such iffue, or in case of death before 21 years of age, or day of marriage without iffue, then he gave the residue of his said estate to the said dame S. his wife and to his three dau hters by his former wife, to be equally divided between them, and made the faid dame S. his wife and T. L. esq ; (both since deceased) and the faid R. M. and W. P. W executors of his faid will: Aed whereas the said dame S. and T. L. did both depart this life in the lifetime of the said testator: And whereas the said Sir G. H. the testator did afterwards depart this life, leaving this issue by the said dame S. one los and one daughter, viz. L. H. and S. H. being infants under the age of 21 years; foon after which said decease of the said Sir G. H. the teltstor, the faid R. M. and W. P. W being the surviving executors of his said will, did prove the said will in the prerogative court of C. And whereas by a decree or decretal order made and pronounced in the laid court of chancery the 9th day of Odober, in the 5th year of the reigh &c. in a cause there depending, wherein the said L. H. and S. H. (the infant

infant children of the said testator) by dame M. L. their prochein amy were plaintiffs, and M. H. (fince deceased) N. S. and the said R. M. and W. P. W. and others were defendants, it was ordered and decreed by the said court (among other things) that the said dame M. L. and all the defendants in the faid last mentioned cause should severally account before Mr. M. one of the masters of the said court, for all the estate of the said testator Sir G. H. and that as any money due on any of the semrities belonging to the said Sir G. H's estate should be paid, the same should, from time to time, be brought before the said master, and by him placed out at interest on security, to be by him approved of, subject to the trust in the testator's will as by the said indentures of lease and releafe of marriage fettlement, last will and testament, decrees or decretal orders and other proceedings in the faid court of chancery, relation being thereunto respectively had, may more fully appear: And whereas the said S. H. daughter of the said Sir G. H. by the said D. S. his wife, lately departed this life: And whereas the faid Mr. M. with the confent and approbation of the said R. M. and W. P. W. and at the request and by the direction of the said Sir G. H. toward the portion of the said P. M. the eldest daughter of the said Sir J. M. by his said now wife dame P. M. Now this Indenture further witneffeth, that for and in consideration of the said sum of 2000 1. of, &c, to the said Sir J. M. by J. M. esq; one of the masters of the said court of chancery, well and truly paid towards the portion of the faid P. M. eldest daughter of the said Sir J. M. by the said D. P. his now wife, at or before the sealing and delivery of these presents, the receipt and payment whereof the faid Sir J. M. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release and discharge the said J. M. his heirs, executors and administrators, and every of them, by these presents, the said Sir J. M. by virtue and in pursuance of the said power reserved to him, and by virtue of the said proviso herein before mentioned to be contained in the said in part recited indenture of release of marriage settlement, and by virtue of all and every power and powers enabling him thereunto, and likewise in pursuance of the first herein before in part recited decree, Hath, by this indenture and writing under his hand and feal, in the presence of three credible witnesses, whose names are hereupon indorsed, charged, and by these presents doth absolutely charge All the said manors, &c. with the raising and payment of the said sum of 2000 l. and the sum of 100 l. for the interest thereof, of good, &c. unto the faid R. M. and W. P. W. their executors, administrators and assigns, in manner as in the proviso or condition herein after contained is mentioned and expressed: And this Indenture further witneffeth, that for the confiderations aforefaid, and in further pursuance of the said power reserved and given to him the said Sir J. M. in and by virtue of the faid proviso herein before mentioned to be contained in the faid in part recited indenture of release of marriage settlement, and by virtue of all and every power and powers enabling him the laid Sir J. M. hereunto, and in further pursuance of the first herein before in part recited decree, He the faid Sir J. M. Hath limited, appointed and demised, and by these presents Doth limit, appoint and demise All the said manor, &c. unto the said R. M. and W. P. W. their executors, administrators and assigns; To bave and to hold the said manor, &c. hereby limited and appointed, or mentioned or intended to be hereby

hereby limited and appointed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the faid R. M. and W. P. W. their executors, administrators and aligns, from henceforth, for and during, and unto the full end and term of 1000 years, without impeachment of or for any manner of walte: Provided always, and these presents are upon this express condition, that if the faid Sir J. M his heirs, executors, administrators or assess. or any other person or persons that shall be intitled to the reversion, remainder and inheritance of the faid manor and premisses so limited and appointed for the faid term of 1000 years as aforefaid, immediately expectant upon the fame term, shall and do well and truly pay or cause to be paid unto the said R. M. and W. P. W. their executors, administrators or assigns, (at or in the common diving hall of Gray's Ian aforesaid) the full and just sum of 2100 l. of lawful money of Great Britain, in manner following, (that is to fay) the fum of 50 l. part thereof on the - day of --- next enfuing the day of the date of these presents, and the sum of 2050 h residue and in full payment and satisfaction of the faid sum of 21001. upon the --- day of --- which shall be in the year of our Lord 17- without making any abatement, deduction or defalcation out of the same, or any part thereof, for or in respect of any taxes, charges, payments or affeffments already taxed, charged or affessed, or hereafter to be taxed, charged or affessed by any act or acts of parliament made or to be made, or by any other power or authority what loever; In Trust nevertheless for the benefit of the said L. H. the infant, in manner as the same is bequeathed to him by his said late father's will: Subject nevertheless to the devises over upon such contingencies as in the faid in part recited will of the Sir G. H. the teflator are mentioned and expressed; that then these presents and the said term of, 1000 years hereby limited and appointed as aforefaid, and every article, clause and thing herein contained, shall cease, determine and be utterly void and of none effect, to all intents and purpoles whatfoever; any thing in these presents contained to the contrary thereof in any wife notwithstanding; And the said Sir J. M. for himself, his beits, executors, administrators and assigns, doth covenant, promise and grant, to and with the faid R. M. and W. P. W. their executors, administrators and assigns, and to and with every of them, by these prefents, in manner and form following, (that is to fay) that he the faid Ser 7. M. his heirs, executors, administrators or assigns, shall and will, without any abatement, deduction or defalcation of any part thereof, for or in respect of any taxes, charges, payments or assessments as aforefaid, well and truly pay, or cause to be paid unto the said R. M. and W. P. W. their executors, administrators or assigns, at the place of payment before mentioned, the faid sum of 2100% of, &c. in manner and form aforefaid, at or upon the feveral days herein before limited or appointed for the payment thereof; Aud, &c. good right, &c. to charge the faid manors. &c. with the payment of the faid fum of 2100 1, and to limit and appoint the same manors, &c. unto the said R. M. and W. their executors, administrators and assigns, for and during the said term of 1000 years, in manner aforesaid; and according to the true intent and meaning of these presents, And peaceable enjoyment until default, fra, &c. further affurance, &c. In Witness, &c.

A. Mortgage in Fee (of Part of an Infant's Money devised to her by Will) to two Truflees, in pursuance of a Decree in Chancery and of a Mafler's Repart, with the Muster's Approbation, &c.

HIS Indenture quadripartite, &c. Between J. A. of, Gr. of the first part, E. J. of, &c. widow, sole executrix of the last will and testament of dame R. M. late of L. widow, her late mother deceafed, of the second part; R. L. B. an infant (grand-daughter of the said dame R. M. deceased) of the third part; and Sir W. J. of, &c. knight, and W. N. of, &c. esq; of the fourth part, Whereas Recitals, viz. the faid dame R. M. in and by her last, will and testament in writing, bearing date on or about the 16th day of December, which was in the As to the will year, \mathfrak{Sc} . declared the would have 10,000 L laid out in lands and fet10,000 L is gitled on her grand-daughter R, L. B. of which the should till the age ven to the inof 18 have no interest or benefit, but then the land made over to her in fant. trust for the use of her and her children after her, and thereby desired the faid Sir W. J. Mr. L. B. (father of the faid R. L. B.) and whoever else her daughter E. should marry, to be trustees for the said R. L. B. and defired her daughter E. whom the made fole executrix and refidua- Trutts thereof. ry legatee, to take care that the 10,000 l. settled on the said R. L. B. should be so put into trustees' hands for her own proper use, that if she should have an ill husband, he might have no benefit from it, nor she be able to cut off the intail: And whereas afterwards (wiz.) in or about the As to testatric's month of January, which was in the year, &c. the said dame R. M. death. departed this life without having revoked or altered the faid will; after whose death the said E. J. duly proved the said will in the prerogative court of Canterbury, and took upon her the burthen and execution of Her executrix's the said will, as in and by the probate thereof, under seal of the said pre- proving the will. rogative court, relation, &c. And whereas the faid E. 7 possessed herfell of all the personal estate of the said dame R. M. more than sufficient to pay all her debts, legacies and funeral expences: And whereas the As to infant's faid R. L. B. on or about the second day of December last past before present age. the date of these presents, attained her said age of 18 years: And As to two of whereas the faid Mr. L. B, and J. J. esq; who had married the said trustees' death. E. the daughter of the said dame R. M. (two of the trustees intended by the said will of the said dame R. M. for the purposes aforesaid) are both fince dead; and the faid Sir W J. was unwilling to act in the faid trust without the decree of the high court of chancery to indemnify him for so doing: And whereas by a decree or decretal order of the said chancery, court of chancery, made by the right honourable the Master of the whereby lands Rolls the 17th day of February last past before the date of these pre- to be purchased fents, in a certain cause then and there depending between the said R. and settled. L. B. by F. L. B. her next friend, plaintiff, the faid E J. and Sir W. 7. defendants, it was ordered and decreed, that the faid defendant Mr. Thould lay out the faid fum of 10,000 l. in a purchase of lands to be approved by Mr. S. one of the masters of the said court of chancery: and that any of the faid parties should be at liberty to propose proper purchases

Ules, &c.

purchases before the said master; and it being proposed that the said W. N. should be added a trustee to the faid defendant Sir W. J. it was ordered and decreed that the lands when purchased should be conveyed to the faid Sir W J and W. N. and their heirs in trust, to permit the plaintiff the faid R. L. B. to receive the rents and profits thereof to her own separate use during her life, with remainder to trustees to preserve contingent remainders; remainder to the first and other sons on the body of the plaintiff the faid R. L. B. lawfully to be begotten in tail male, with remainder to them in tail; and in default of such issues, then to the daughter and daughters on the body of plaintiff, the faid R. L. B. lawfully to be begotten in tail, the daughters, if more than one, to take as tenants in common and not as jointenants, with cross remainders amongst the daughters; remainder in see to the desendant E. J. and until such purchase of lands should be found wherein to invest the said 10,000 l, the faid sum of 10,000 l, was to be placed out at interest on government or other good fecurities, with the approbation of the faid to be put out at master, in the names of the said desendant Sir W. 7. and of the said W. N. and the interest thereof, as the same should become due, to be from time to time paid to the several person and persons as would be intitled to the rents and profits of the faid lands, in case the same were purchased and settled as aforesaid; and the said Sir W. J. and W. N. are to declare the trusts thereof accordingly, as in and by the said decree or decretal order, remaining as of record in the faid high court of chancery (relation being thereunto had) may, amongst other things, appear: And whereas it hath been proposed, that until the said sum of 10,000 /. can be laid out in the purchase of lands, to be settled as aforefaid, that the fum of 3500 l. part thereof, may be placed out at interest, on security of the messuages, lands, tenements and hereditaments here-

The interest to be paid according to the ufe and fettlement.

Until purchase made, monies

intereft.

As to the lending part of the monies.

As to the mafter's report thereon.

Confiderations.

Mafter's approbation.

ture further witnesseth, that for and in consideration of the said sum of 3500 l. of, &c. to the faid J. A. in hand well and truly paid by the faid E. J. at or before the ensealing and delivery of these presents, (In parfunnce of the faid order and report, and with the approbation of the faid mafter, testified by his signing his approbation in the margin of these presents) the receipt of which said sum of 3500 l. he the said J. A. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, release and discharge the said E. J. her executors and administrators for ever, by these presents; and also for and in consideration of the sum of

to s. of like lawful money to the faid J. A. in hand likewise paid by the faid Sir W. 7. and W. N. the receipt whereof is hereby acknowledged, he the faid J. A. hath granted, bargained, fold, aliened, released and

in after mentioned: And whereas the faid Mr. S. by his report bearing

date the second of this instant, and made in the said cause, did certify

that a proposal had been made by the said W. N. that the sum of 3500 l.

part of the faid sum of 10,000 l. should be placed out at interest upon the security of the lands, tenements and hereditaments herein after mentioned, until the same could be vested in the purchase of lands, and that he did approve thereof, and did direct the faid E. 7. to place out the faid fum of 3500 /. accordingly, upon the faid fecurity, as in and by the faid mafter's report, remaining as of record in the faid court of chancery, relation being thereunto had, may appear: Now this Index-

Grant.

confirmed, and by these presents duth, &c. unto the said Sir W. J. Leafe for years, and W. N. (in their actual possession, &c.) All the scite and capital meffuage

meffuage or mansion bouse of the manor, &. and the reversion, &c. remainder, yearly and other rents, issues, services, and profits of all and lingular the faid premisses, and every part and parts thereof, with their and every of their appurtenances, and all the estate, right, title, interest, trust, property, claim and demand whatsoever of him the said J. A. of, in and to the same premisses, every or any part or parcel there- Habendum. of; To have and to hold the said messuages, &c. and all and singular other the premisses hereby released, or meant, mentioned or intended so to be, and every part and parcel thereof, with their and every of their appurtenances, unto the faid Sir W. J. and W. N. their heirs and affigns, to the only proper use and behoof of the said Sir W. J. and W. N. their heirs and assigns for ever: Provided always, and these presents are Proviso. upon this express condition nevertheless, that if the said J. A. his heirs, executors, administrators or assigns, or any of them, do and shall well truly pay or cause to be paid unto the said Sir W. J. and W. N. their executors, administrators or assigns, or any of them, (upon the trusts for the benefit of the said R. L. B. above mentioned and declared in and by the last will and testament of the said dame R. M. of and concerning the said fum of 10,000 l.) the full and whole fum of 3640 l. of lawful money of Great Britain, in manner and form following, viz. 70 l. part thereof, on the 10th day of December now next ensuing the date hereof, and 3570 l. residue and in sull thereof, on the 10th day of June then next following, and which shall be in the year of our Lord 17-, without frand or further delay, and without any deduction, defalcation or abatement out of the same, upon account of any taxes, affessments, impositions or other matter or thing whatfoever already imposed or hereafter to be imposed by authority of parliament or otherwise howsoever; then this present indenture to cease, determine and be void; any thing herein before contained to the contrary thereof in any wife notwithstandiog.

A Demise of an Estate in Reversion from a Duke and his Trustee for 1000 Years, to the Mother of an Infant, for securing to him 10,000 | and Interest, in pursuance of a Decree in Chancery.

HIS Indenture, made, &c. Between the most noble J. duke of M. and the right honourable J. earl of W. of the one part, and E. D. of, &c. (widow, relict and administratrix of the goods, chatrels, rights and credits of her late hulband R. D. late of, &c. deceafed) of the other part. Whereas by a decree or decretal order made and Recitals, viz. pronounced in the high court of chancery on the 7th day of March last As to a capse past, in a certain cause there depending between R. A. widow, plaintiss, touching the in-and the said E. D. and W. D. (an infant by his guardian T. J.) et al' fant's money. defendants, and also in certain cross causes therein mentioned, in one whereof the faid B. D. was plaintiff, and the faid R. A. and others were defendants, and the other between the faid W. D (by his guardian) plaintiff, and the said E. D. et al' defendants, whereby (after reciting or fetting forth as therein mentioned,) It was (inter alia) ordered and

truft, &c.

As to the duches dowager's estate.

As to the mafter's report.

As to 10000 /. thereof, being lent to the duke, and his agreement to demise his revertion.

As to the mother's deed acknowledging the trust, and deposited in the mafter's hands.

Confidention.

decreed, that the personal estate late of the said R. D. (after his deter paid) and also the surplus of the estate of W. R. merchant, deceased, in the laid decree named, to whom the faid R. D. was executor and keetee thereof, as in the faid decree mentioned) should be put out at intend on good government or other securities, to be approved of by J. B. ele; (one of the malters of the faid court) to whom the faid earlies flood referred, as therein also mentioned, in the name of the faid E. D. for the benefit of the plaintiff the faid W. D. the infant; and that the the hid And the to give E. D. thould declare the trust thereof, fobject to the order of the fail a declaration of court; and that when the faid plaintiff W. D. Rould artain to his age of 21 years, he was to be at liberty to apply to the faid court for what was coming to him, and then the fame was to be transferred to him accordingly; And whereas E. datchels downger of M. is kited of an eltate for her life, of and in the manors, melluages, farms, lands, testments, tithes and hereditaments herein after mentioned, and he the sid J. D. of M. and J. earl of W. as his trufice, are feifed in the of the reversion and inheritance of the faid manors and premisses: And whenas the faid master, by his report made in the said cause the second day of this instant Time, bath certified, that the surplus of the faid testam's personal estate (after all his debts and legacies paid) amounts to the sun of ---: And whereas the fum of ---- being the furplus of the tellibrary W. R.'s personal estate, is in pursuance of the said decree to be put out at interest upon good fecurities in the name of the said E. D. in trust and for the benefit of the faid W. D. as aforefaid; and the faid duke having occasion to borrow the sum of 10,000 l. It is agreed, that the fame shall be advanced and paid to him out of the faid from of ---- and he the faid duke hath proposed and agreed, that the faid manors, & herein after mentioned (Subject nevertheless to the faid estate for life of her the faid dutchess downger therein) shall be demised to the said E. D. as a security for re-payment thereof, with interest for the same, in such As to the maf- manner as herein after is mentioned : And whereas the faid Mr. B. the ter's allowance, mafter, by his certificate bearing date the day next before the day of the date hereof, hath allowed the manors, hereditaments and premites, hereby intended to be demised, as and for a good and sufficient security for the payment of the faid fum of 10000 l. and interest; and that the faid 10000. in pursuance of the said decree should be put and placed out in the name of the faid E. D. in truft, and for the only use and benesit of the said W. D. in manner as therein mentioned, as by the said certificate duly filed may appear: And whereas the said E. D. by her deed poll, bearing even date with, and intended to be executed immediately after these presents, (reciting as therein is recited) bath in partiance of the faid decree acknowledged and declared, that the faid im of 10000 /. and the security therein recited for payment of the same and the interest thereof, was and is in trust and for the only use and benefit of the faid W. D. her son, as in and by the faid deed poll now depofited, or fo intended, in the hands of the faid master, may more fully appear: Now this Indenture witnesseth, that in pursuance of and in ob dience to the faid recited decree, and for and in confideration of the in of 10,000 l. of good and lawful money of Great Britain, to the faid J. D. of M. in hand well and truly paid by the faid E. B at or before the executing of these presents, (being in part of the fat fum of --- so reported due and to belong to the faid W. D. U.

fant as aforesaid) the receipt of which sum of 10000 l. he the said duke doth hereby acknowledge, and thereof, &c. and also for and in consideration of the sum of 10s. of like, &c. to the said J. E of W. in hand also paid by the said E. D. at or before the executing of these presents, the receipt whereof is by him hereby also acknowleded, he the said J. dake of M. and (by his direction and appointment, testified by his being a party to and executing of these presents) also the said J. earl of W. Have, and each of them Hath granted, demised, bargained and fold, Demise. and by these presents they the said \mathcal{J} . duke of M. and \mathcal{J} . earl of W. and each of them Doth grant, $\mathcal{C}_{\mathcal{C}}$ unto the said \mathcal{E} . D. her executors, Et. All those the manors of, Ec. except, Ec. and the reversion, Ec. Premisses. and all the estate, &c. of the mortgagor and his trustee, &c. To hold Haberton the said manors, &c. (except as before excepted) her executors, &c. from the day next before the day of the date of these presents, for and during and unto the full end and term of 1000 years from thence next ensuing, without impeachment of or for any manner of waste, (Subject nevertheless to the estate for life of her the faid E. dutchess dowager of M. therein as aforefaid,) and fully to be complete and ended, in trust nevertheless to and for the only use and benefit of the said W. D. the infant, his executors, administrators and assigns; Tielding and paying therefore yearly, during the faid term of 1000 years, the rent of one pepper-corn only, if the same shall be lawfully demanded. Provided al- Proviso. ways, and these presents are upon this condition nevertheless, that if the laid \mathcal{F} , duke of M his heirs, executors or administrators, or any of them, shall and do well and truly pay or cause to be paid unto the said E. D. her executors, administrators or assigns, (in trust nevertheless for the faid W. D. as aforesaid) at or in, &c. the full sum of 10000 l. of, Us. in manner as follows, viz. the sum of ---- part, thereof, on the -day of --- without any deduction, &c. then to be void, &c. (Covenants from the duke, To pay the money; that he and his troflees bave good right to demise premisses cum pertinentiis unto the said E D. ber executors, &c. for the faid term of 1000 years, in manner as aforefaid, (subject nevertheless to the said estate for life of her the said dutchess domager of M. therein as aforefaid); and further, that in case default shall be made in payment of the faid fum of 10000 l. or any part thereof, contrary, &c. it shall and may be lawful for the said E. D. her executors, &c. from and after the death of the said dutchess downager of M. to enter, AC in trust nevertheless to and for the only use and benefit of the said W. D. the infant, his executors, &c. without any let, &c. and free from incumbrances, &c. (And moreover that in case default shall be made in pay-ment of the said sum of 10000 l. or any part thereof, contrary to the ancelaid proviso and covenant for payment thereof, that then and in such case they the said J. duke of M. and J. earl of W. and their respective heirs, and all and every other person and persons whatsoever, any estate, right, title, or interest, having or lawfully claiming of, in or to the faid hereby granted and demised manors, &c. or any part thereof, (other than and except the said dutchess dowager of M. for or in respect of her estate for life therein as aforefaid,) shall and will from time to time and at all times then after, at and upon the reasonable request of the said E. D. her executors, &c. (but at the proper costs and charges of the faid J. duke of M. his heirs and affigns) make, &c. or cause or procure to

be made, &c. all and every such further and other lawful and reasonable act and acts, &c. be the same by sine, recovery, or otherwise howsoever, as well for the further, better, more perfect and absolute assigning of all and singular the said hereby demised manors, &c. cum pertinentis, unto the said E. D. her executors, &c. for and during all the then rest and residue of the said term of 1000 years, as also for the conveying and assuring of the see-simple and inheritance of the same premisses, unto and to the use of, or in trust for the said E. D. her heirs and assigns, nevertheless in trust and for the only use and benefit of the said W. D. as asoresaid, as by, &c. (A declaration that the said duke shall enjoy, &c. Subject to the dutchess's estate for life, &c.) In Witness, &c.

A Mortgage of Tolls and Duties fettled by All of Parliament upon High-

HIS Indenture Tripartite, &c. Between Sir J. C. (et al., 15 other persons) trustees named in an act of parliament made and paffed in the tenth year of his present majesty's reign, (intitled an act for repairing the roads from H. bridge hill to the town of B. and also the roads from H. bridge hill aforefaid, to the town of O. in the county of S.) of the first part, J. C. of, &c. of the second part, and T. W. of, &c. of the third part. Whereas fundry tolls and duties are granted, and monies thereby to be collected for the repairing and keeping in repair the faid roads, according to the faid act of parliament, in manner therein mentioned, and by the faid act it is mentioned, that the faid money so to be collected after the passing the said act, and the reasonable charges expended or to be expended in, about or by reason of passing; the same, by receipt of the said tolls and duties, will not at present be fufficient for the speedy repair of the said roads; it is thereby therefore further enacted by the authority aforesaid, that the said trustees, or any fifteen or more of them, shall and may and are thereby impowered from time to time, by writing under their hands and feals, to affign over the faid tolls or duties thereby granted, or any part thereof, (the costs and charges whereof to be borne and paid out of fuch tolls and duties) for any time or term for which the same is thereby directed to be paid, or for any part of such time or term, as a security for any sum or sums of money by them to be borrowed for that purpose, to such person or perfons, or their trustees, as should advance the same, to secure the payment thereof, with such interest as the said trustees, or any fifteen or more of them, should think fit to give, not exceeding the rate of 41. per cent per ann. which faid money, when so borrowed, shall, after pay ment of the expences of obtaining that act, be so applied and disposed of, as the faid tolls and duties are to be applied and disposed of by virtue thereof, and to no other use or purpose whatsoever: And whereas, pursuant to the said act of parliament, a great number of the said trostees, upwards of fifty, did meet together at the fign of, Ge. in the find town of B. on the, Gc. and then did unanimously choose the faid T.

W. to be their treasurer and receiver, and also choic other officers, and then did agree to borrow and take up at interest the sum of 1200). and to pay interest after the rate of 4 l. in the hundred by the year for the fame, which the faid J. C. hath agreed to advance and lend on the credit of the faid act of parliament: Now this Indenture witneffeth, that for and in consideration of the sum of 1200 l. in hand paid by the said 7. C. to the faid T. W. in order and upon trust to pay and fatisfy the reafonable charges expended or to be expended about or by reason of passing the faid act of parliament and of these presents, in trust to apply the refidue of the said sum of 1200 /. in the speedy repairs of the said highways, the receipt of which said sum of 1200 l. the said T. W. doth hereby acknowledge, and thereof, &c. and in confideration of 1 s. a-piece to them the said Sir J. C. et al', in hand likewise paid by the faid J. C. the receipt, &c. they the said Sir J. C. et al', Have affigned, transferred and let over, and by these presents Do assign, transfer and fet over unto the said J. C. his executors, administrators and assigns, All and every the duties and tolls granted or made payable by the faid act of parliament, with all the ways, means, powers and authorities, for the collecting, raising and gathering in the same; To have, hold, perceive and take the same to his and their own use, during the residue of the term of 21 years, granted in and by the faid act of parliament now to come and unexpired: Provided always, and upon this condition nevertheless, that if the faid truffees, appointed or to be appointed by the faid act of parliament, for the time being, or any of them, or the seceiver or treasurer of the faid trustees for the time being, do and shall well and truly pay or cause to be paid to the said J. C. his executors, administrators or assigns, the full and just sum of 1248 s. of lawful money of Great Britain, in manner following; that is to fay, 24 l. part thereof on the eighth day of January next enfuing the date of these presents, and the further fum of 1224 l. relidue thereof upon the eighth day of July, which shall be in the year of our Lord 17-, without any defalcation or abatement out of the same, or any part thereof, then this assignment and transfer, and the powers and authorities hereby affigured and transferred to the faid J. C. shall cease, determine and be of no effect. And it is hereby declared and agreed by and between all the parties to these presents, that until default shall be made in the payment of the faid 1248 l. or some part thereof, contrary to the provide herein before contained, that it shall and may be lawful to and for the faid truffees, appointed or to be appointed under the faid aet of parliament, their treasurer, receiver, or other their agents, to receive and take the duties and tolls granted as aforefaid, and to manage the same in manner by the fald act of parliament appointed, and apply the same to the uses, intents and purposes, in and by the said act expressed, directed and appointed. In Witness, &c.

A double Mortgage from two Co-beirs and their Hafbands, of feweral Parts and for several Sums, with a Covenant for levying a Fine, the Uses whereof respectively declared for 500 and 600 Years.

Recitals, vis. the decree.

HIS Indenture Tripartite, &c. Between R. T. of, Gr. and M. his wife, (one of the fix daughters and co-heirs of S. B. and F. his wife, both deceased) of the first part, J. B. of, &c. upholder, and . L. his wife, (one of the fix daughters and co-heirs of the faid S. B. and F. his wife) of the second part, and G. J. of, Ge. gent. of the third part. Whereas, by a decree or decretal order made and pronounced in the high court of chancery at the rolls, on the fourth day of March, which was in the second year, &c. in a certain cause then and there now depending, wherein H. B. and E. his wife, A. W. widow, and T. P. and J. his wife, were plaintiffs, and J. B. (since deceased) , and F. his wife, the faid L. B. then L. H. widow, the faid M. T. then M. B. spinster, an infant, by the said J. B. her guardian, and J. T. et al', desendants, whereby, after reciting or setting forth as therein mentioned, it was (amongst other things) ordered and decreed that a commission should issue out of the said court to divide the premisses in question therein mentioned, into six parts; and that the said plaintiffs and defendants, the fix children and co-heirs of the faid F. B. were respectively to name commissioners for that purpose; and the said commissioners, so named, were to divide the said premisses into six parts, and to allot to each of the said co heirs a fixth part thereof; and the faid plaintiffs and defendants, the co heirs and their heirs were to hold and enjoy their respective sixth part, according to the allotment made thereof to them by the faid commissioners; and it was thereby further ordered, that it should be referred to Mr. K. one of the masters of the faid court, to take an account of what was due to the faid defendant T. for principal money, interest and costs, by virtue of a mortgage therein recited to be made from the faid F. B. deceased, to the faid J. T. of four messuages or tenements therein mentioned (being part of the fant premisses) for securing payment to him of the sum of 1000 l, and interest, and that the same was to be paid to him by the said co-heirs in equal proportions, at such time and place as the said master should appoint, and thereupon the faid defendant T. was to re-convey the faid mortgaged premisses to such person as the said co-heir should appoint, and in such manner so in the faid decree is expressed: And whereas the faid master in pursuance of the said decree, by his report dated -(after setting forth as therein mentioned) did thereby certify, that there was then due to the faid defendant T. for principal monies, interests and colls, by virtue of his faid mortgage, the sum of 1069 ! And suberres by indentures of leafe and release, bearing date respectively the 30th of November, &c. the release being tripartite, and made between the faid J. I. of the first part, the said H. B. and E. his wife, A. W. T. P. and

7. bis

Maker's report what due to Mr. T.

Mr. T.'s transfer to M. W.

J. his wife, J. B. and F. his wife, L. H. and M. B. of the second part, and E. W. of the third part, reciting in the said release (inter alia) the faid herein before recited decree and master's report, and that there was then due to the said J. T. the sum of 1069 l. it is witnessed, that sot that sum paid by the said E. W. to the said J. T. He the said J. T. (by the direction of the faid H. B. and E. his wife, A. W. T. P. and J. his wife, J. B. and T. his wife, L. H. and M B. testified at therein mentioned,) did bargain, sell and release, and they the said H. B. and E. his wife, A. W. T. P. and J. his wife, J B. and F. his wife, L. H. and M B. did thereby grant, ratify and confirm unto and to the nse of the said E. W. his heirs and affigns, the before mentioned mortgaged hereditaments and premisses; Subjett nevertheless to a proviso in the faid indenture of release contained for redemption of the said premisses, on payment of the said sum of 1060 l. and interest, in manner as therein mentioned: And whereas R A. C. K. H. B. J. P. P. L. The commission and S. C. commissioners named, authorized and appointed, in a com- and certificate mission made out in pursuance of the said recited decree for dividing the thereon, said premisses in question, by their certificate under their hands, dated the 10th day of February now last past, did thereby certify unto the lord high chancellor of Great Britain, that they had entered upon and viewed the estates in question late of her the said F. B deceased; and as to her estate in the parish of St. Ts. (being fix messuages or tenements, with the appurtenances in Q. street near G. square in the county of M. being part thereof) they the faid commissioners had divided the same in fix equal parts, which they by balloting had allotted to and amongst the said fix co-heiresfes, according to the tenor of the said commission; and as to the feveral parts of them the faid M. T. (then M. B.) and L. B. the same was allotted to them in the manner as therein and herein after mentioned, viz. They the faid commissioners did thereby allot unto the As to Mrs. 7.3 faid M. B. (now M. Y.) and to her heirs, one messuage, &c. and yard, part. as therein particularly bounded, &c. in the occupation of captain R. W. at 30 l. per ann. and they the said commissioners did thereby allot unto the said L. B and her heirs, the messuage, &c. and garden, in As to Mrs. B.'s the occupation of R. A. esq; at 53 l. 15 s. 6d. per ann. and it is by part and charge the said certificate mentioned, that in regard the said messuage or tene thereon to her ment in the possession of the said R. A. allotted to the said L. B. was of greater value than any of the other five melluages or tenements allotted to the rest of the said parties; therefore the said commissioners; in order to make the allotment of each party of equal value, did charge the said messuage or tenement, in the possession of the said R. A. allotted to the said L. B. with the several sums of money to be paid by the said L. B. as follows, viz. To the faid M. B. (now M. Y.) 21 l. to the faid A. IV. 21 1, to the faid E. B. 21 1. to the faid J. P. 57 1, and to the faid F. B. 75 L. and further mentioning in the faid certificate, that the faid commissioners had found, that four of the sald six houses in 2 street; wiz. the houses allotted to the said M. B. (now M. T.) A. W. E. B. and L. B. were subject to a mortgage of 1000 l. made by all the said co-heirs, and that the same was to be borne equally by all the said co-heirs, therefore the houses thereby allotted to the said J. P. and F. B. were by them the said commissioners certified to contribute an equal share of the faid 1000 h and interest, with the houses charged with the faid 1000 h Uu 2

and interest: And whereas by a subsequent order made in the faid cross.

Order to confirm certificate, dated 11th March now last past, it was ordered, that the before reco-

Confirmation thereof,

to demise her part to M. J. for fecuring 1161. and in-

tereft.

The like as to and interest.

unless cause, &c. ed certificate, and all the matters and things therein contained, should stand ratified and confirmed by the order and decree of the said court to be performed by all parties thereto, according to the tenor and tree meaning thereof, unless the parties concerned, or their respective clerks in court having notice thereof, should within eight days after such notice, thew unto the faid court good cause to the contrary : And subcreas by another subsequent order made in the said cause, dated the 18th day of this inflant June, whereby (after fetting forth the last recited order) upon motion made by Mr. F. counsel for the defendants J. B. and L. his wife, and M. B it was alledged, that the clerks in court for the other parties, plaintiffs and defendants, had been duly served with the same order, as by affidavit appeared, and that no cause had been shewn to the contrary, as by the register's certificate appeared; it was therefore prayed, that the faid order of the 11th of March last might be made absolute against the said plaintists and defendants so served therewith, which was ordered accordingly, as in and by the faid in part recited decree, maller's report, indentures of lease and release, commission, certificate and subsequent order, relation being to them respectively had, more fully and at Mrs. 7.'s right large may appear: And subcreas by virtue of the faid recited decree, and agreement commission, certificate, and subsequent orders, she the said M. T. and her heirs, are now legally intitled to the fee-simple, and inheritance of one of the said messuages or tenements and premisses situate in 2, firet aforesaid, now in the occupation of the said R. W. so allotted to her as aforesaid, (Subject nevertheless to the payment of her sixth part of the faid principal and interest monies so secured to the said E. W. thereon as aforesaid,) and they the said R. Y. and M. his wife, having occasion to borrow the sum of 1161. he the said G. 7. (at their request) hash agreed to advance the fame to them, and to accept of the demile by them herein after made of the same premisses, for securing repayment thereof with interest, in such manner and subject as herein after is for that purpose mentioned: And whereas she the said L. B. and her heirs, by ver-Mr. B. for 501. tue of the faid decree, commission, certificate and subsequent orders, is now also legally intitled to the fee-simple and inheritance to another of the faid meffuages or tenements in Queen-street aforesaid, now in the occupation of the faid R. 1. so allotted to her as aforesaid; Subject securtheless so the payment of her sixth part of the said principal and interest monies to fecured to the faid E. IV. thereon as aforefaid, and also subject to the payment of the said several sums of 21 4 21 1. 21 1. 571. and 75 /. to charged and payable out of the same premisses to them the faid M. T. A. W. F. B. J. P. and F. B. as aforefaid; And they the faid J. B. and L. his wife, having also occasion to borrow the same of 50 l. he the said G. J. (at their request) hath likewise agreed to advance them the same, and to accept of the demile by them herein after made on the same premisses, for securing re-payment thereof, with interell, in fuch manner and subject as herein after also for that purpose men-First confidera- tioned and expresed: Now this Indenture witterfleth, that for and in contion as to Mr. sideration of the sum of 1161, of lawful, &c. to them the said R. T. T. and his wife's and M. his wife, or one of them, in hand well and truly paid by the faid G. J at, Gc. the receipt, &c. they the faid R. T. and M. his wife Have, and each of them Ilath granted, demifed, bargained and

demife for fecuring the 116%. and interest.

folds, and by these presents Do, and each of them Dath grant, &c. unto the faid & J. his executors, administrators and assigns, all that the before mentioned mellinge, Uc. To have and to hold the fold mellinge, So. with their and every of their appurtenances, unto the said G. J. his executors, administrators and alkons, from the day next before the day of the date of these presents, for and during, and unto the full end and term of 500 years, from thence next enfuing, and fully to be compleat and ended; Subjett nevertheless to the payment of the fixth part of them the faid R. Y. and M. his wife, of and in the faid principal and interest momes so secured to the faid E. W. and charged and alletted on the fame premisses as aforesaid: Tielding and paying therefore yearly and every year, during the faid term, on the feast-day of St. Michael the archangel, the rest of one pepper-corn only, if the fame shall be lawfully demanded: And this Indenture further evitnesseth, that for and in Second confideconsideration of the said sum of 50 l. of like lawful money to them the ration as to Mr. Aid J. B. and L. his wife, or one of them, in hand also well and truly demise for sepaid by the faid G. J. at or before the executing of these presents, the curing 50% and soceipe, &c. do hereby acknowledge, and thereof do hereby severally interest. acquit, exogerate and discharge the said G. J. his executors, administrators and affigue, they the faid J. B. and L. his wife Have, and each of them Hath granted, &c. and by these presents Do, and each of them Doth grane, &c. unto the said G. J. his executors, administrators and as-Agen, All that, &c. To have and to hold the faid meffuage, &c. unto the said G. J. his executors, administrators and affigns, from the day next before the day of the date of these presents, for and during, and nato the full end and term of 600 years, from thence next ensuing, and fully to be compleat and ended: (Subjett nevertheless to the payment of the fixth part of them the said J. B. and L. his wife, of and in the said principal and interest monies so secured to the said E. W. and charged and Motted on the same premisses as aforesaid, and as to the same premisses subject also to the payment of the said several and respective sums of 21 h. 217. 211. 571. and 751. fo charged and payable thereon to them the field M. T. A. W. E. B. J. P. and P. B. by the faid recited certisicate, in manner as aforefaid); Tielding and paying therefore yearly and every year, during the same term for the same premisses, on the seastday of St. Michael the archangel, the rent of one pepper corn only, if the fame shall be lawfully demanded; And for the further and better se. As to the fine the same shall be lawfully demanded; Ana for the fund of 116 l. and 50 l. from both gran-curing payment of the said several and respective sums of 116 l. and 50 l. from both gran-tors and their cogether with interest for the same, unto the said G. J. his executors, wives, administrators and assigns, in manner as herein after mentioned, and alto for the conveying and affuring of the faid several hereby demised messuages or tenements, hereditaments and premisses, to and for the several ules, intere and purpoles, herein after mentioned and limited of and concerning the fame respectively, subject nevertheless in manner as afore--faid, he the faid R. T. for himself, and for the said M. his wife, and for cheir respective heirs; And &c. (covenant that R. Y. and M his wife, and J. B. and L. his wife levy a fine) And &c. (declaration of the who of the fine); that is to say, As to, for and concerning the said first here. As to Mr. A's demiled messuage or tenement, yard, hereditaments and premisses, part of picwith their appurtenances, so granted and demised by the faid R Y. and mile. M. his wife, unto the faid G. J. as aforefaid, and as the same premisses now are in the occupation of the faid R. W. or his assigns; Subject nevertheles

theless as to the same premisses, as the same are herein before subject and

part of premiffes.

Proviso as to Mr. Y's part of premifies.

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charged, And so Subject, then to the use and behoof of the End G. J. his executors, administrators and assigns, for and during the faid term of 500 years to granted to him of and in the same premisses as aforesaid, for the better corroborating and strengthening of the same term; and from and immediately after the end, expiration, or other fooner determination of the faid term of 500 years, and payment of the faid 116 l. and interest, hereby secured on the said premisses and subject thereunto; then as to all and lingular the same hereditaments and premisses, to the only use and behoof of the said R. T. his heirs and assigns for ever, and to, for and upon no other use, intent or purpose whatso-As to Mr. B.'s ever; And as to, for and concerning the faid other hereby demifed melluage or tenement, garden, hereditaments and premiffes lo granted and demiled by the faid J. B. and L. his wife, unto the faid G. J. as aforefaid, and as the faid premiffes are now in the occupation of the faid R. A. or his assigns, subject nevertheless, as to the same premisses, in fuch manner as the same are herein before charged in manner as asorefaid, and so subject then to the use and behoof of the said G. J. his executors, &c. for and during the faid term of 600 years to granted to him of and in the same premisses as aforesaid, for the better correspondeing, &c. Provided alexays, and upon this condition neverthelels, that if the faid R. Y. his heirs, executors, administrators and affigns, or any of them, do and shall well and truly pay, or cause to be paid upto the faid G. J. his executors, administrators or assigns, the said sum of 1261 of lawful money of Great Britain, together with legal interest for the same, at or in the common dining half of New-Inn aforesaid, on the --- day of --- now next enfuing the day of the date hereof, without any abatement, deduction or defalcation out of the fame, or any part thereof, for and in respect of any taxes, charges, payments or affeisments whatfoever, already or hereaster to be taxed, charged or affelled on the faid sum of 1161, or the growing interest thereof, or on the said premisses charged with the payment thereof, or on the said G. 7. in respect thereof, by parliament, or otherwise howsoever; that these the faid term of 500 years herein before limited of and in the fame premisses, shall from thenceforth cease, determine, and be utterly void and of none effect, to all intents and purpoles what loever; any thing herein contained to the contrary thereof in any wife notwithstanding; (ufact covenants): And also that he the said R. Y. his heirs, executors, administrators or assigns, at his and their own proper costs and charges shall and will, from time to time, and at all times, during the contienance of the security by him hereby made, insure and continue to be infured in the office of the Amicable Contributionship or society, commonly called The Hand-in-Hand Fire Office, or in some other public office of insurance from fire, to be approved of by the said G. J. his executors or assigns, upon the said hereby demised messuages and premisses comprised in the faid term of 500 years, the sum of 200 % at the least, and that the benefit and advantage, 'as well of all infurances already or hereafter to be made on the same premisses, and all monies arising thereby, shall go and be for the benefit of the faid G. J. his executors and affigus, during the continuance of the faid fecurity, for the better fecuring payment to him and them of the faid sum of 116 l. and interest, subject neverbeless to the aforesaid proviso for redemption; and it is hereby agreed and

and declared by and between all the parties to these presents, that until a failure shall be made in payment of the said sum of 116 l. and interest, or some part thereof, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said R. T. his heirs and assigns, peaceably and quietly to have, receive, take and enjoy the rents, iffues and profits of the said premises comprised in the said term of 500 years, to his and their own use and uses, without any let, suit, trouble, hindrance, disturbance, molessation or interruption, of or by the said G. J. his executors, administrators or assigns, and without any account to be to them given or rendered for the same: Provided always, and upon this further condition nevertheless, that if the said J. B. Sc. (The like proviso and covenants as before in Mr. Y.'s demise of his part, Sc.

Mortgage of Copyhold Premisses by Surrender, November the 23d 17-

TEMORANDUM, That the day and year above written Sir Manor of F. 1 7. S. S. bart, one of the customary tenants of the manor above- in the county said, did out of court furrender by the rod into the hands of the lord of H of the faid manor, by the hands and acceptance of J. W. esq; deputy fleward of the fald manor, according to the custom of the faid manor, All that meffuage, &c. which said three last mentioned meffuages or tenements, farms and premisses, are holden of the manor aforefaid by copy of court-roll - together with all ways, waters, water-courses, commons, profits, commodities and appurtenances whatfoever, to all and higular the faid premisses belonging or in any wife appertaining, and the reversion and reversions, remainder and remainders thereof and of every part and parcel thereof, To the Use and behoof of W. P. W. of, Wc. wided always, and upon condition nevertheless, that if the said Sir T. 8. 8. his heirs, executors or administrators, do and shall well and truly pay, or cause to be paid unto the said W. P. W. his executors, administrators or assigns, the sum of 3150 l. of, &c. in manner following, wis. the sum of 75 1. part thereof on the 23d day of May now next ensuing, and the sum of 3075 l. residue thereof on the 24th day of November, which will be in the year of our Lord 17- without any deduction or abatement out of the same, by reason of any taxes or upon any account whatfoever, then this present surrender shall be void and of no effect, or else to remain in full force and virtue.

This is a true copy of the original furrender taken by me (the day and year abovewritten) J. W. deputy steward of the said manor.

T. S. S.

A Deed for making Interest Money Principal, and for securing a further Sam lent.

(By Indorsement.)

HEREAS the within principal sum of 10,000 L and the sere-'ral principal sums of 500 % and 500 % mentioned in the two indorsements on the back of the second skin of this deed, and the above mentioned principal fum of 800 l. are due and owing from the within named Sir W. D. to the within named W. And whereas the fum of 203 1. 17s. 6d. is due to the faid W. from the faid Sir W. D. for the interest of the said several principal sums of to,000 L 500 L 500 L 800 l. computed to the 10th day of May fall past: And whereat de faid sum of 2931. 174. 6d. is agreed to be made principal monty: Now these Presents witness, that for and in consideration of the faid sum of 293 1. 17 s. 6 d. so due from the faid Sir W. D. to the said W. to interest as aforesaid, and to the intent the same may from hencesouth be principal money, and for and in confideration of the further Jum of 61 2 s. 6 d. of, Ge. by the faid W. to the faid Sir W. D: in hand well and truly lent and paid at or before the fealing and delivery of these presents, the receipt whereof the faid Sir W. D. doth hereby acknowledge, (the faid several sums of 293 l. 171. 6 d. and 6 l. 21. 6 d. amounting together to the Jum of 300 !.) The faid Sir W. D. doth hereby for hi felf, his heirs, executors and administrators, covenant, agree and declire to and with the faid W. his executors, administrators and affigue, that the manors, meffuages, advowion, lands, tenements and hereditaments within mentioned to be limited unto and to the use of the said W. and his heirs, and the feveral within mentioned terms of goo years, 800 years, and 2000 years of and in the same manors, hereditaments and premisses, shall as well be liable to, and a security for the payment of the faid fum of '300 /. and interest for the same, after the rate of 5 / per cent per ann. (from henceforth to be computed) unto the faid W. his executors, administrators and affigns, for the said two several principal forms of soc l and soo l mentioned in the faid two indorfements written on the back of the faid second skin of this deed, and the principal sum of 800 l. above mentioned, with interest for the same, as in the said indorsement and above are mentioned, and for the faid within mentioned principal fum of 10,000 l. and interest, as is within mentioned, (All which faid feveral principal fums of 10,000 l. 500 l. 500 l. 800 l. and 300 l. do amount together to 12100 l. principal money): Provided alwest, that if the faid Sir W. D. his heirs, executors, administrators or assigns, Shall well and truly pay, or cause to be paid unto the said W. his executors, administrators or affigns, the sum of 301 l. 81. 3 d. of good, Ec. on the 10th day of November next ensuing the day of the date

Burtgages.

hereof, and 12,402 i. 10 c. of like lawful money on the 10th day of May next enfuing the day of the date hereof, that then this present indersement shall be void and of none effect, and the several securities for the same to be assigned or surrendered as the said Sir W. D. his heirs, or assigns, shall direct, at his and their costs and charges, or este shall remain in full force and virtue. In Winness whereof the said Sir W. D. both hereunto let his hand and seat the fourth of June 17—.

Another Indorsement for making Interest Principal, to be indorsed on the last Indos sement.

TEMORANDUM, Whereas the sum of 301 l. 8 s. 3 d. was due from the above named Sir W. D. to the above named W. upon the 10th day of November now last past, for interest of the above mentioned 12,100 l. And whereas the faid Sir W. D. has paid unto the faid W. P. W. towards the discharge of the faid interest, no more than the sum of 1 1. 8 s. 3 d. so that there now remains due to the said W. the flum of 300 l. for interest money: Now the said Sir W. D. doth hereby declare and agree to and with the faid W. that the faid fum of 300 f. shall be from henceforth accounted and made, and is hereby made and agreed to be made principal money, and from henceforth to carry inserell after the rate of 5 l. per cent. per ann. and that the above and with-in mentioned manor, hereditaments and premises, shall be charged as well with the faid fum of 300 l. and the interest for the same at 5 l. per gent. (being -----) as for the above mentioned fum of 12,4021. 10 s. to be paid on the above mentioned noth day of May next: Provided abough, and the same are to be redeemable by the said Sir W. D. his treurs, executors, administrators or alligns, upon his, their or any of their paying unto the faid W. his executors, administrators or affigus, the leveral fums of 12,402 /. 10 s. 300 /. and —being the interest for the said 300 l. as aforesaid, (amounting in the whole to the sum of -) on the above mentioned soth day of May next. In Witness,

Covenant to affign the Benefit of a Policy of Infurance for fecuring Money on Moregage, &cc.

And subcreas the faid J. V. hath already, or intendeth to infure all and every the faid granted meffuages, or tenements and premisses, with their appurtenances in London and Middlefex, from loss or damage by fire: Now the faid J. V. for himself, his, &c. doth covenant, grant, promise and agree, to and with the said J. C. his, &c. that if default of payment shall happen to be made of — or the interest thereof, or any part thereof, that then he the said T. N. his, &c. shall

shall and will assign, transfer and set over unto the said J. C. his, &c. all and every such policy and policies of insurance from loss or damage, by sire, made or to be made for or upon the hereby granted or mentioned to be granted messuage, or tenements and premisses in London and Middleser, or any of them, and the benefit of all such policies; and that the said J. V. his, &c. in the mean time, and until such assignment or transfer be made, shall and will pay, make good and satisfy unto the said J. C. his, &c. all such damage and loss which shall or may happen by fire to the said premisses, or any of them, or any part of them.

*Assignment of a Mortgage of Estates in Ireland, with further Grant for securing more Money advanced, and special Clause to sell, &c.

Parties.

Regital of the death of G. H. having made his will.

HIS Indenture, made the —— day of —— in the 30th year of the reign of our fovereign lord George the Third, by the grace of God of Great Britain, France and Ireland, king, defender of the faith, and fo forth, &c, and in the year of our Lord 1790, Between C. W. and W. F. both of —— in the parish of —— in the country of esqrs. of the first part; R. R. of - in the parish of - in the said - and J. J. of - in the faid county, esq; of the second county of --part; D. G. of - in the kingdom of Ireland, esq; and R. S. son of the said D. G. of the third part; T. L. of - elq; and S. G. of - elq; of the fifth part; and R. R. of --- elq; of the fixth part; and S. T. of - esq; of the seventh part; Whereas G. H. of, &c. died the day of --- which was in the year of our Lord --- having duly made and published his last will and testament in writing, bearing date the ---- day of ----- and did thereby subject and charge all his estates real and personal whatsoever and wheresoever, to and with the payment of all fuch annuities as he had at any time or times theretofore granted or fettled to or upon any person or persons whatsoever; And also of fuch annuities and pecuniary legacies as were by him therein after given or bequeathed, and of all fuch other annuities, provisions and fums of money, as he should at any time or times thereafter by any codicil or codicils thereto, or by any writing whatfoever under his hand, grant, bequeath or appoint, to or for any person or persons whatsoever, and so subjected and charged, did thereby give and devise all and singular his manors, messuages, lands, tenements and hereditaments what-Soever and wheresoever, and all other his real estates, unto his nephew T. A. (since deceased) for the term of 99 years, if he should so long live, without impeachment of waste, and from and after his decease, gave and devifed the faid manors, meffuages, lands, rents, tenements, hereditaments and real effates, unto the eldeft fon of the body of the faid T. A. then living, which said eldest son was D. G. party bereto, for 99 years, if he should so long live, without impeachment of waste, remainder unto B. R. and M. P. efors; and their heirs, during the life of the eldell son of the said T. A. in trust to preserve contingent remainders, remain ler unto the first and other son and sons of the body of such eldest son successively, in tail male, with divers remainders over,

ever, with power to such of the said devisees as should be in actual possession of the said estates, to charge the same or any part thereof, with any fum not exceeding ---- l. fterling, for his younger child or children, in case of his having an eldest or only son who should attain his age of 21 years; or with any fum not exceeding --- l. sterling, for his daughter or daughters in case of his not leaving any son who should attain that age, and the interest to be applied towards the maintenance and education of such younger child or children, or daughter or daughters, with other powers as therein mentioned; and the faid teftator in and by his faid last will also gave and bequeathed all his personal estate, of what nature or kind foever, which he should be possessed of or interested in and intitled unto, at the time of his decease, but in the first place subject to and charged with the payment of the annuities and pecumary legacies before mentioned unto the said B. R. and M. P. their executors and administrators, in trust, to invest the same, or the monies to arise by sale thereof, in the purchase of manors, messuages, lands, rents, tenements and hereditaments, in fee-fimple, in - and or either of them, to be conveyed to the same persons and uses, and subjest to the same payment, charges and powers to which his said manors, mefluages, lands, rents, tenements, hereditaments and real estates were in, and by his said will given, limited or devised, or as near thereto as the death of parties or other contingencies would admit of, and after thereby giving and bequeathing several annuities and pecuniary legacies thereby given and bequeathed, the faid tellator thereby appointed the faid B. R. and M. P. executors of his will, upon the trufts aforesaid; And whereas after the death of the said G. H. the said B. R. and M. Of proof of P. his executors proved the faid will in the prerogative court of C. and faid will. took upon themselves the execution of the trusts thereof; And whereas Of a decree by a decree or decretal order of the high court of chancery made and in chancery. pronounced on the —— day of —— in a cause wherein the said T. A. D. G. and G. H. infants, by their next friend were plaintiffs, and E. F. and H. I. only fon of the faid E. F. an infant, by his father and guardian; T. H. an infant, by his guardian; the faid B. R. and M. P. executors of the said G. H. W. J. an infant, by his mother and guardian; J. B. G. J. H. U. F. J. F. P. and M. his wife; C. P. and S. his wife; B. M. and J. his wife, were defendants, after taking notice of the will of the faid G. H. deceased, dated the --- day of it was declared that the will of the said G. H. was well proved, and that the same ought to be established, and the trusts thereof performed; and it was (among other things) ordered and decreed, that it should be referred to Mr. M. one of the masters of the said court, to take an account of the faid testator's personal estate which had come to the hands of his faid executors; and also of the said testator's debts, funeral expences, legacies and annuities; and it was further ordered, that such personal estate should be applied in the payment of the said testator's debts, funeral expences and legacies, in a course of administration, and that the clear surplus of such personal estate should be laid out with the approbation of the said master, in the purchase of lands, tenements or hereditaments, in ---- or ---- and that fuch lands, tenements or hereditaments when purchased, should be (with the like approbation) settled to such uses, and upon such trusts, and with such limitations and for fuch intents and purpoles, and for the benefit of fuch persons as were directed

directed by the faid toffator's will, and that notel fuch purchese could be found, the faid furplus of the faid testator's personal estate should be

Recital of marriage fettlement.

placed out on government or real securities, and that the interest and dividends thereof should be paid to such person or persons as would have been entitled to the rents and profits of the lands and hereditaments when purchased, and that such leasehold estates as were part of the faid reflator's personal estate should (with the like approbation) be fold, and the money arising thereby, applied in like manner as was directed, respecting the rest of the said testator's personal estate, and that the arrears and growing payments of the annuities given by the faid teffator's will should be kept down and continued to be paid; And wherear by indenture quadripartite, bearing date on or about the ---- day of in the year of our Lord ---- and made or mentioned to be made between the said D. G. party hereto, of the first part; M. R. since deecased, of the second part; and J. H. of the third part; and T. D. and J. D. of the sourch part; in consideration of a marriage then intended and which foon after took effect and was folemnized between the faid D. G. and Lady M. H. fince deceased, and of the marriage portion of the faid Lady M. H. therein mentioned, he the faid G. H. (did among other things) in pursuance and exercise of the power in him for that purpose vested by the said recited will, charge all the hereditaments and premisses devised by the said will of the said G. H. and also all the hereditaments which after his decease had been purchased with any part of his reliduary personal estate, and every part and parcel thereof, with the fum of -care of his leaving an eldest or only son who should attain the age of 21'years, and with any fum not exceeding ----- /. for his daughter or daughters, in case of his not leaving any son who should attain that age, (which latter provision has failed by the death of the faid Lady M. H. without any daughter); And the faid D. G. did direct and appoint the faid fam of ____ L to be equally divided among his younger children, share and share alike, at their respective ages of twenty one years, if a fon or fons, and if a daughter or daughters, at their respective ages of 21 years or days of marriage, and if but one such younger child, or if more than one, and all except one should die before his or her age of 21 years or day of marriage, then the sum of ______ /. to be paid to such furviving child at his or her age of 21 years or day of marriage, And that in case any such younger child or children should attain the age of 21 years, or marry during the life of the faid D. G, then his or her right in the faid ----- !. should be considered as vested, but that payment Of death of the thould be postponed until after his decease; And whereas the faid Lady M. A. departed this life the ——— day of ——— leaving the faid D. G. and R. S. party hereto, her furviving, and issue by the said D. G. only one fon, namely, P. an infant, new of the age of or thereabouts, and no other child; and the faid R. S. will have a vert-

faid lady M. K.

Leaving children-

ed interest.

A decretal or-

ed interest in the spm of _______. by virtue of the said recited will and fettlement on his attaining the age of 21 years; And whereas by a cewill have a veft- cree or decretal order of the high court of chancery made and pro-'nounced on the ---- day of - before the right honourable the Master of the Rolls, (and fince duly inrolled) in a cause by original and Supplemental bill, wherein the said D. G. was plaintiff, and W. T. esq; der in chancery. H. M. and R. S. were defendants, it was amongst other things ordered

and decreed, that the decree and proceedings in the faid former cause bearing date the ——— day of ——— should be revived and be carried into execution, and that Mr. H. one of the masters of the said court, to whom the said cause stood transferred, should enquire and state to the court whether any and what part of the personal estate of the testator G. H had been laid out in the purchase of lands, pursuant to the directions of the decree in the faid former cause, not being settled according to the directions of the said decree, and in case that the said master should find that any such lands had been purchased, then that the same should be conveyed and settled in the same manner directed by the said former decree; And whereas the said Master H. (to whom the said causes Master's re-were transferred) made his report in the said last mentioned supplemental cause bearing date the ----- day of ----- and thereby certified amongst other things, that he found that the said B. R. esq; and M. P. esq; both deceased, had, with the approbation of the then late Master M. (to whom the former cause stood referred) laid out the sum of one handred thousand seven hundred and sixty-nine pounds sterling money, part of the personal estate of the said testator G. H. in the purchase of certain freehold manors, lordships, towns, messuages, lands, tenements and hereditaments fituate, lying and being in ---- then the effate of T. J. as appeared by the report of the faid late Master M. made in the former cause on the ——— day of ——— and that the said manors, lordhips, towns, meffuages, lands, tenements and hereditaments had been, by indentures of leafe and releafe dated respectively the ---- days of ---- and which faid indenture of leafe and releafe were approved by the faid late Master M. duly conveyed to and to the use of the said B. R. and M. P. their heirs and assigns, upon trust to convey, settle and assure the same to such and the same uses, upon such and the same trusts, and to and for such and the same intents and purposes, and by, with, under and subject to such and the same powers, proviloes, payments, charges, conditions, restrictions and limitations, as by the last will and testament of the said G. H. and the decree in the haid former cause, were directed to be limited of and concerning the lands to be purchased with the residue of his personal estate, so far as the deaths of parties and other contigencies would permit, and to and for no other use, trust, intent or purpose whatsoever, but that no such conveyance and settlement was made by the said B. R. and M. P. or the survivor of them, or the heirs of such survivor, and that the said Master H. had therefore, pursuant to the said decree made in this said second cause, settled and approved of a proper conveyance and settlement of the faid manors, lordships, towns, melluages, lands, tenements and hereditaments from the said defendant W. T. the only son and heir at law of the faid M. P. deceased, who survived the faid B. R. (the other trustee) to such uses and upon such trusts and with such limitations, and for such intents and purpoles, and for the benefit of such persons as were directed by the faid testator's will; And whereas the said Master H after- Master's genewards made his general report in both the faid causes, dated the _____ rai report. day of - and did thereby amongst other things, certify that as to the account directed by the decree in the original cause, to be taken of the faid teltator's debts, no person had proved or claimed any debts, before the faid late Master M. or his successor Master C. or before the faid Master H. as due from the said testator, but that it was admitted before him

that an annuity of --- L granted by the faid tellator G. H. to H. L. still remained sublisting, but that all arrears thereof had been paid to the - day of ——— by the faid D. G. and that the funeral expences, and also the several legacies which were given by his will, were paid by the faid B. R. and M. P. and as to the annuities given by the faid teltator's will, no claim for any arrears of any fuch annuities had been brought in before either of the said late Masters, or before him the said Master H. but he found from the affidavit of the said D. G. who, upon the death of his father T. A. succeeded to the estates of the said G. H. made in the faid supplemental cause, that several of the said annuitants, to wit, C. P. and S. his wife, and B. M. were all dead before he (the faid D. G.) became possessed of the said estates, and that all the annuities which became due to the several persons in their respective lives, were fully paid and satisfied by the said T. A. deceased, and that I. T. H. U. G. J. M. P. and other persons named as annuitants in the said will of the G. H. had respectively died since he the said D. G. became possessed of the same estate, and that all the annuities which became due to them respectively in their respective lives, had been fully paid and istisfied by him the said D. G. and that the applity that became due to the Same M. P. deceased, in his life-time had also been fully paid and satisfied, and that the annuity of _____ / in and by the faid will of the faid telfator G. H. given to F. J. and the annuity of 500 l. given thereby to W. J. were the only annuities in the faid will mentioned, which were then existing, and that the same had been fully paid up to Lady-day and the faid Mafter certified that by a subsequent voucher it ap-veyances or fettlements of feveral effaces in the kingdom of _____ and To approved of by him Master H, as mentioned in his former report of the ——— day of ——— appeared to him by the affidavit of G. I. and H. L. gentlemen, made in the faid supplemental cause, to have been fince duly executed by the faid W. T. and that the fum of then remaining due to the said D. G. in respect of money paid by him in discharging incumbrances upon the said testator's estates, and which said general report by an order of the faid court made by the right honourable the Master of the Rolls, in the same causes, on the _____ day of - next following, was absolutely confirmed; And whereas by indentures of leafe and releafe, being the conveyances and fettlement mentioned in the two several reports in the said causes herein before in part recited to have been approved by the faid Master H. the lease bearing date the --- and the release the --- day of --- in the year the said indenture of release being of sour parts, and made or mentioned to be made between the said W. T. of the sirst part; I. W. G. and D. G. esq; of the second part; the said D G. of the third part; and R. S. of the fourth part; after reciting in substance as herein before is recited, he the faid W. T. in pursuance of the faid will and decree and of the said indentures of lease and release of the ____ and - days of - (approved by the faid Master M) and performance of the trust devolved on the said W. T. and in consideration of 10s. at the request and by the consent of the said D. G. and R. S. did bargain, sell, alien, release and confirm unto the said I. W. G. and D. G. their heirs and affigns, the faid manors, lordships, towns, meffuages, lands, tenements

senements and hereditaments, with their and every of their appurtenances mentioned and particularly described in the said indentures of lease and release of the ——— and ———— days of ——— To bold unto the faid I. W. G. and D. G. and their heirs, subject to and chargeable with the payment of all fuch annuities, provisoes, pecuniary legacies, sum and sums of money then existing and unsatisfied, to the payment of which the estate of the said G. H. was made subject by his said will to the nie of the said D. G. and his assigns for 99 years, if he should so long live, without impeachment of walte, and after his decease to the said I. W. G. and D. G. and their heirs, during the life of the said D. G. upon trust to preserve contingent remainders, and from and after the decease of the said D. G. to the use and behoof of the said R. S. and of the heirs male of his body lawfully issuing, and to the use of such other person and persons, and for such estates, ends, intents and purpoles, and with, under and subject to such powers, privileges, conditions and restrictions as the said G. H. had by his will devised, his real estates to or upon such or so many of them as were then sublisting and capable of taking effect; And whereas by indentures of lease and release Indentures of bearing date respectively on or about the ---- and ---- days of lease and release. in the said year - inrolled in his majesty's court of com inrolled in Iremon pleas in Ireland, the release being of five parts, and made or ex-land; pressed to be made between the said I. W. G. and D. G. of the sirst part; the faid D. G. of the second part; the said R. S. of the third part; I. I. P. of the sourch part; and G. P. esq; of the sisth part; and by a common recovery therein agreed to be suffered, and which was and recovery forfered accordingly in _____ last past, all and singular the manors, suffered lordships, towns, messuages, lands, tenements, hereditaments and premiffes herein after more particularly mentioned and described, and intended to be hereby granted, conveyed and affured amongst other lands and hereditaments in the said indenture mentioned, were limited to the ule of the said D. G. for life, without impeachment of waste, with remainder after the decease of the said D. G. to the use and behoof of such person and persons, and for such estate and interest, and subject to fach annuities and charges, either annual or in gross, and such powers, conditions and limitations over, and in such manner and form, either absolutely or conditionally, and with or without power of revocation, and new limitations of use or uses, as they the said D. G. and R. S. during their joint lives should, by any deed or deeds, writing or writings, to be by them both figned and fealed, and delivered in the presence of two or more credible witnesses from time to time jointly direct, limit, appoint or declare, and in default of such joint direction, limitation or appointment, and as to such part or parts of the said hereditaments and premiffes, and fuch estate and interest therein as should not pass by such joint direction, limitation or appointment to the use of the said R. S and the heirs male of his body, with remainder to the use of the said W. P. younger son of the said W. marquis of L. and the heirs male of his body, with remainder to the use of the said D. G. and R. S. their heirs and assigns tor ever; And whereas by indentures of lease and release, the Indentures of leafe bearing date the day before the date of the releafe, and the releafe leafe and rebearing date the ----- day of ----- which was in the year leafe, and - and expressed to be made between the said D. G. and R. S. mortgage. of the first part; the said T. L. and S. G. esqrs. of the second part;

this Indenture further witnesseth, that the said D. G. and the said R. S. as well for the confideration aforesaid as in confideration of the sum of - 1. of lawful money of Great Britain, and according to the value of money in Great Britain, to them the said D. G. and R. S. in hand at or immediately before the fealing and delivery of these presents, well and truly paid by the faid G. W. and which with the fum of paid by the said G. W. to the said C. W. and W. F. as aforesaid, make together the fum of ----- l. agreed to be advanced by the faid G. W. to the faid D. G. and R. S. as herein before mentioned, the payment and receipt of which faid ---- /. in manner aforesaid, they the said D. G. and W. F. by this their deed in writing by them both figned. scaled and delivered in the presence of two credible persons whose names are intended to be hereafter indorfed as witnesses, do hereby acknowledge, and thereof and of and from the fame and every part thereof do, and each of them doth hereby acquit, release and discharge the said G. W. his heirs, executors and administrators, by these presents have, and each of them hath granted, ratified and confirmed, and by these prefents do, and each of them doth grant, ratify and confirm, unto the faid G. W his executors, administrators and assigns, all and singular the faid manors or lordships, towns, melfuages, lands, tenements, hereditaments, and all and fingular other the premisses herein before described or referred to and mentioned and intended to be hereby affigued, and in and by the faid last in part recited indenture limited in use or mentioned and intended so to be, with their and every of their appurtenances, and every part or parcel thereof, and the estate, right, title, interest, uk, possession, reversion and reversions, equity and power of redemption, right, benefit, property, claim and demand whatfoever, as well in equity as at law of them the faid D. G. and W. F. or either of them, of, in, to and out of the faid manors or lordships, towns, messuages, lands, tenements and hereditaments and premisses, every or any of them, To have and to hold the said manors or lordships, towns, messuages, lands, tenements and hereditaments herein before mentioned and described or referred to and intended to be hereby affigued, granted, ratified and confirmed, with their and every of their rights, members and appurtenances, unto the said G. W. his executors, administrators and affigus, for and during all the rest, residue and remainder of the said term of one thousand years, by the said last mentioned indenture limited in use, and therein yet to come and unexpired, freed and discharged from all benefit and equity of redemption, but subject nevertheless to such provise or agreement for redemption of the fame premisses as herein after is contained; And this Indenture further witnesselb, that for the consideration aforefaid, and also for and in confideration of the further sum of 10s of like lawful money of Great Britain, to each of them the faid D. G. and R. S. in hand well and truly paid by the faid A. B. and: C. D. at or before the fealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the faid D. G. and W. S. by virtue of and in pursuance and exercise of the said power or authority enabling them thereto in fuch manner as in the faid above in part recited indenture bearing date the ---- and -- is mentioned, and by virtue of all and every other powers, and authorities, power or authority given to or refled in them, or in any ways enabling them thereunto, and at the request and with the

Consideration.

Habendum'

Confideration.

Appointment

consent and approbation of the said G. W. testified by his sealing and delivering these presents, have limited and appointed, and by this prefent deed or writing sealed and delivered by them the said D G, and R. S. in the presence of the two credible persons whose names are or were intended to be hereon wrote or indorfed as witnesses attesting the same, do limit and appoint to the use of the said A. B. and C. D. and their heirs and assigns for ever, all and singular the aforesaid manors or lordships, towns, messuages, lands, tenements, hereditaments, and all and fingular other the premisses herein before described, mentioned and referred to, with their and every of their rights, members and Declaration appurtenances, and they the faid D G, and R. S. do hereby direct, as to use of limit, appoint and declare, that the faid in part recited indentures of former affu-__ and _ ----- days of ----- and the recovery suffered rances. in pursuance thereof, fo far as the fame regards or relates to the fame hereditaments and premisses, or any of them, shall be and enure, and that the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses, with their and every of their rights, members and appurtenances, fubject nevertheless to the faid term of 1000 years herein before mentioned and intended to be hereby affigued, shall be and remain to the use of the said A. B. and C. D and their heirs and assigns for ever, freed and discharged from the uses, trusts, provisoes and agreements in the last above in part recited indenture of the ---- day of ---- mentioned, but to the nies, upon the trults, and subject to the provisoes and agreements herein after expreffed and contained of and concerning the same; And this Indenture likewise witnesseth, that for the consideration aforesaid, and for and in consideration of the further sum of 10s. of like lawful money to each of them the said D. G. R. S. P. R. and I. I. in hand paid by the said A. B. and C. D. at or before the fealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the faid P. R. and. J. J. with the privity and consent of the said C. W. and W. F. at the request and by the direction and appointment of the said D. G. and R. S. (testified severally as aforesaid) have, and each of them hath granted, bargained, fold, aliened, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, Transfer. alien, release and confirm, and the said D. G. and R. S have, and each of them hath granted, bargained, fold, aliened, released, ratified and confirmed, and by these presents do, and each of them doth grant, bargain, fell, alien, release, ratify and confirm, unto the taid A. B. and C. D. (in their actual possession now being by virtue of a bargain and fale to them thereof niade by the faid P. R. and I. I. for se. a-piece confideration, by indenture bearing date the day next before the day of the date of these presents for the term of one whole year, commencing from the day next before the day of the date of the faid indenture of bargain and fale, and by force of the statute made for transferring of uses into possession) and to their heirs and affigns, all and fingular the said manors or lordships, towns, messuages, lands, tenements, hereditaments, and all and fingular other the premiffes in and by the faid lall mentioned indenture of the -- appointed, granted and released, or mentioned and intended to be, with their and every of their rights, members and appurtenances, and the reversion and reversions, remainder and remainders, X x 2

Habendum.

yearly and other rents, iffues and profits thereof and of every pare thereof, and all the estate, right, title, interest, trust, property, claim and demand whatfoever, both at law and in equity, of them the faid P. R. and J. J. or either of them, of, into, or out of the said manors or lordships, towns, melluages, lands, tenements, hereditaments and premisses, every or any of them, To have and to held the fame manors or lordships, towns, messuages, lands, tenements, hereditaments, and all and fingular other the premisses herein before mentioned or referred to, and intended to be hereby released, with their and every of their rights, members and appurtenances, unto the faid A. B. and C. D. and their heirs and assigns, for ever freed and discharged from the uses, trusts, previloes and agreements in the last above is part recited indensure of the - day of ---- mentioned, but to the uses, upon the trusts, and subject to the proviso and agreement hereinafter expressed and contrained of and concerning the fame, and the faid P. R. for himself, his heirs, executors and administrators, and the faid J. J. for himself, his heirs, executors and administrators, do, and each of them doth, severally and respectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors and administrators of the other of them, but each of them for himself, and his own acts, deeds, heirs, executors and administrators only, covenant and declare to and with the faid A. B. and C. D. that they the faid P. R. and J. J. or either of them, have not at any time heretofore, made, done, committed or executed, or wittingly or willingly permitted or soffered any act, deed, matter or thing whatfoever, whereby or by reason whereof the said manors or lordships, towns, messuages, lands, tenements, heroditaments and premises herein before appointed, granted and released, or expressed and intended so to be, or any part thereof, is, are, shall, or may be impeached, charged or incumbered in title, charge, estate or otherwise howfoever; And this Indenture further witnesseth, that for the confidence tion aforefaid, and for the better and more effectual fecuring to the faid G. W. his executors, administrators and assigns, the re payment of the --- !. with interest for the same, after the rate and at the times hereinafter specified for payment thereof; and also for and in confideration of the further fum of 10s. of like layful money to each of them the faid D. G. and R. S. in hand paid by the faid A. B. and C. D. at or immediately before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, shey the faid D. C. and R. S. by virtue and in pursuance and exercise of the said power and asthority, enabling them thereto in such manner as in the said above in part recited indenture, bearing date the ------- and ------ is mentioned, and by virtue of all and every other powers and authorities, power and authority given to or invelled in them, or in any ways enabling them thereunto, and at the request and with the comfent and approbation of the faid G. W. testified in manner aforefaid, bare limited and appointed, and by this present deed or writing so signed, sealed and delivered by them the faid D. G. and R. S. as aforefaid, and intended to be tellified as aforefaid, do limit and appoint to the use of the faid A. B. and C. D. and their heirs and assigns for ever, all and simgular the manors or lordships, towns, messuages, lands, tenements and hereditaments herein after particularly mentioned and described, and intended to be hereby granted, conveyed and released, with their and

every

Consideration.

Appointment.

every of their rights, members and appurtenances, and do hereby direct and appoint that the faid in part recited indentures of the-- days of ----- and the recovery suffered in pursuance thereof, and so far as the same regards or relates to the hereditaments last mentioned and described, or any of them, shall be and enure, and that the faid manors or lordships, towns, messuages, lands, tenements and hereditamenets herein after particularly mentioned and described, with their and every of their rights, members and appurtenances, shall be and remain to the use of the said A. B. and C. D. and their heirs and alligns for ever, to the uses, upon the trusts, and subject to the provifoes and agreements herein after expressed and contained of and concerning the same; And this Indenture likewise witnesseth, that for surther effectuating the same contract and agreement, and for the consideration before expressed, and also in consideration of the sum of Considera-54. of lawful money of Great Britain, by the faid A. B. and C. D. to tion. the faid D, G, and R. S. in hand at or immediately before the fealing and delivery of these presents well and truly paid, the receipt whereof is hereby acknowledged, they the faid D. G. and R. S. in pursuance and further execution of the faid power and authority enabling them in this behalf, in fuch manner as in the faid in part recited indentures da-– day of – ——— is mentioned, and by force and virtue of all and every other power and powers, authority and authorities in them or either of them given, at the request and with the consent and approbation of the said G. W. testified as aforesaid, have, and each of approparion or ene laid of the conveyed and them hath granted, bargained, fold, aliened, released, conveyed and Transfer confirmed, and by this present deed or writing sealed and delivered by them the faid D. G. and R. S. and intended to be attested as aforesaid, do grant, bargain, fell, alien, release, convey and confirm unto the said A. B. and C. D. (in their actual possession now being by virtue of a bargain and sale to them thereof made by the said D. G. and R. S. for gr. consideration, by indenture bearing date the day next before the day of the date of these presents, for the term of one year commencing from the day next before the day of the date of the faid indenture of bargain and fale, and by force of the statute made for transferring uses into policifion,) and to their heirs and assigns, all and singular and every of their appurtenances, and all and singular the houses, outhouses, edifices, buildings, barns, stables, dove-houses, yards, gardens, orchards, woods, underwoods, trees, groves, coppices, ways, paths, passages, waters, water-courses, mounds, marshes, bays, commons, common of patture and other rights of common, mines, quarries, courts-leet, courts baron, and other courts, perquilites and profits of courts, rents, services, waif, estrays, deodands, goods of felons and outlaws, and fugitives and felons of themselves, treasure-trove and all other rights, royalties, franchifes, liberties, privileges, jurisdictions, profits, emoluments, easements, commodities and appurtenances whatsoever, to the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses herein before last mentioned and described, or any of them belonging or appertaining, or 10 or with the fame, every or any of them known, usually held, occupied, possessed or enjoyed, or accepted or reputed, deemed, taken, known, demifed, used or letten as part, parcel or member of them, or any of them, and the reversion and reversions, remainder and remainders, yearly and other rents, iffues and profits of all

and fingular the faid premisses, and all the estate, right, title, interest,

Haberton.

trust, property, claim and demand whatsoever, both at law and in equity, of them the faid D. G. and R. S. and each of them, of, in, to or out of the faid last mentioned manors or loudships, towns, meffuages, lands, tenements, hereditaments and premiffes, every or any of them, which said manors, &c. (title deduced) To have and to bold the same manors or lordships, towns, messuages, lands, tenements, hereditaments, and all and fingular other the premises last herein before mentioned and described, with their and every of their rights, members and appurtenances, unto the faid A. B. and C. D. their heirs and affigns, to the uses, upon the trusts, and subject to the provisoes and agreements herein after expressed and contained, of and concerning the same: And it is hereby agreed and declared, that as well the faid direction and appointment, grant and release last herein before made, as the said direction and appointment, grant and release first herein before made, shall respectively be and enure, to the uses, upon the trulls, and subject to the proviso and agreement herein after expressed and contained, (that is to fay) to the use of the said G. W. his executors, administrators and affigns, for and during and unto the full end and term of to be computed from the day of the date of these presents, subject to the proviso and agreement herein after expressed and contained, of and concerning the faid term, and from and immediately after the end, expiration or sooner determination of the said term, and in the mean time fubles thereto, to the use and behoof of the said A. B. and C. D. their heirs and affigns for ever, upon the trufts herein after mentioned: Provided always, and it is hereby expressly declared and agreed, by and between the said parties to these presents, and the true intent and meaning of them, and of these presents, is, that as well the rest, residue and remainder yet to come and unexpired of the same term of 1000 years, in and by the indenture of appointment and release, bearing date the - limited in use, to the said C. W. and W. F. of – day of – and in the faid feveral manors or lordships, towns, messages, lands, tenements, hereditaments and premisses therein comprized and herein before first mentioned and intended to be hereby granted, assigned and confirmed, unto the faid G. W. his executors, administrators and affigus, as the faid term of 1200 years last herein before limited in use to the faid G. W. his executors, administrators and assigns, of and in the said several manors or lordships, towns, messuages, lands, tenements, hereditaments and premifes therein comprifed are so assigned and limited respectively as aforesaid, subject to the proviso or agreement herein after expressed and contained (that is to say) that if the said D. G. and R. S. or either of them, their or either of their heirs, executors, administrators or affigns, or any of them, do and shall well and truly pay or cause to be paid unto the faid G. W. his executors, administrators or assigns, at or in the common dining-hall at L. Inn, in the county of M. the full and just sum of ----- l. of lawful money of Great Britain, and according to the value of money in Great Britain, being the faid principal fum of ______ l, and the fum of _____ as and for three years interest thereof, after the rate of ---- 1. for every 100 1. for a year, in manner following, that is to fay, the fum of _____ /. part the reof, on the --- day of --- now next enfuing, the further fum of --- l.

other part thereof, on the ---- day of --

Provide for payment of mortgage money.

- which will be in the

year of our Lord 1791, the further fum of ____ l. other part thereof, on the ---- day of --- then next enfuing, the further fum of _____ l, other part thereof, on the ____ day of ___ which will be in the year of our Lord — the further sum of ____ other part thereof, on the — day of — then next ensuing, and the further fum of ----- being the residue and in full payment thereof, on the ---- day of -- which will be in the year of our Lord without making any deduction or abatement whatfoever, out of the faid several sums or any part thereof, for or in respect of any taxes, rates, affessments, charges, payments or impositions whatsoever already taxed, charged, affeffed or imposed or which, at any time hereafter may be taxed, charged, affeffed or imposed upon the faid manors or lordships, towns, messuages, lands, tenements, hereditaments and premiles, or any part or parts thereof, or upon the tenants or occupiers thereof, or upon the faid sum of ______ l. intended to be hereby secured, or upon the faid G. W. his executors, administrators or assigns, or any of them, for or in respect thereof by authority of parliament or otherwise howsoever, then and in such case and at any time from and after such payment as aforesaid shall be made to the said G. W. his executors, administrators or assigns he the said G. W. his executors, administrators or assigns, shall and will, upon the request and at the costs and charges of the said D. G. and R. S. their heirs or assigns, assign, transfer, release, surrender or make void the residue of the said two several terms of 1000 years and 1200 years in such manner as the said D. G. and R. S. their heirs or assigns, shall direct or appoint, And the faid D. G. and R. S. for themselves severally and respectively, and for their respective heirs, executors and administrators, do, and each of them doth hereby covenant, promife, declare and agree, with and to the said G. W. his executors, administraters and assigns, by these prefents, in manner following (that is to fay) that they the faid D. G. and Covenant for R. S. or their respective heirs, executors or administrators, or some or payment of one of them, shall and will well and truly pay or cause to be paid unto the mortgage the faid G. W. his executors, administrators and assigns, the faid sum money, of _____ l. at the days and times, and in the manner in the proviso berein before mentioned and appointed for payment thereof, without any manner of deduction or abatement whatfoever, to be made thereout or in respect thereof as aforesaid, and according to the true intent and meaning of the proviso or condition herein before for that purpose contained, and also that it shall and may be lawful to and for the said G. W. his executors, administrators and assigns, after default (if any shall happen to be made) in the payment of the said sum of _____ /. or that mortgages any part thereof, contrary to the faid proviso and covenant, herein be- may enter afte fore in that behalf contained, peaceably and quietly, as well into and default of payupon the faid manors or lordships, towns, messuages, lands, tenements, ment, and hereditaments herein before first mentioned to be hereby affigned for the refidue of the faid term of 1000 years as aforcfaid, as into and upon the said other manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses herein before last mentioned to be hereby limited in use for the term of 1200 years as aforesaid respectively, with their and every of their respective rights, members and appurtenances, to enter, and the same from thenceforth peaceably and quietly to have, hold, use, occupy, possess and enjoy, and the rents, and enjoy

free from in-

Further affurance.

issues and profits thereof to receive and take, to and for his or their own respective use and benefit for and during the continuance of the faid two feveral terms of 1000 years and 1200 years respectively, without the lawful let, fuit, trouble, denial, eviction or interruption whatfoever, of, from, or by the faid D. G. R. S. C. W. and W. F. their respective heirs, executors, administrators and assigns, or either of 'them or any other person or persons whatsoever; and that free and clear, and freely and clearly acquitted, exonerated and discharged or other--wile, by the faid D G, and R. S. their respective heirs, executors and administrators, or some or one of them, at all times thereafter, well and fufficiently faved harmless and kept indemnified, of, from and against all and all manner of former tand other grants, bargains, sales, uses, trusts, jointures, dowers, intails, mortgages, judgments, estates, debts, titles, charges and incumbrances whatfoever, had, made, done, committed on suffered, or to be had, made, done, committed or suffered by them the said D. G. R. S. C. W. and W. F. or any other person or persons whosever, save and except as appears by these prefents, and farther, that the faid D. G. and R. S. their heirs, and all and every other person and persons whatsoever, having or lawfully claiming, or who shall or may at any time hereafter, have or claim any efface, right, title, trust or interest whatsoever, at law or in equity, of, into or out of the faid feveral manors or lordfhips, towns, melluages, lands, tenements, hereditaments and premisses, or any of them, or any part or parts thereof herein before mentioned to be hereby affigued cr Himited in use unto the said G. W. this executors, administrators and assigns, for the said respective terms of 1000 years and 1200 years as adorefaid, or any part thereof, by, from, under or in trust for them or any of them, as aforefaid, shall and will, at any time or times after 'default fif any) shall happen to be made in payment of the said sum of ---- h or any part thereof, contrary to the faid provide and covenant herein before in that behalf contained, upon the reasonable request of the faid G. W. his executors, administrators or assigns, but at the , costs and charges of the faith D. G. and R. S. their heirs or affigns, thake, do, acknowledge, levy, fuffer and execute, and cause and pro-'cure to be made, done, acknowledged, levied, suffered and executed all and every fuch further and other lawful and reasonable acts, deeds, fines, recoveries, conveyances and affurances in the law whatforer, for the further, better after flore effectually granting, aftigning, limiting, affuring and confirming all shall frigular the faid several manors or lord-thips, towns, messuages, lands, renements, hereditaments and premisfes, with their and every of their rights, members and appurtenances herein before mentioned and intended to be hereby affigned and limited in use respectively, as aforesaid, unto the said G. W. his executors, " administrators and assigns, for and during the relidue and remainder of the faid two feveral terms of 1000 years and 1200 years respectively, which shall be then to come and unexpired therein freed, released and discharged of and from the proviso herein before contained for redemution of the faid premiffes, and all other right, title and equity of redemption whatfoever, and by such ways and means as by the said G. W. his executors, administrators and affigns, or his, their, or any of their counsel in the law shall in that behalf be advised and reasonably required, And it is hereby declared by and between the faid parties to thefe

these presents, and the true intent and meaning of them and these presents is, that the faid A. B. and C. D. and the survivor of them, and Trusts of the 'his heirs, shall stand and be seised of all and singular the said manors or fee. lordinips, towns, melluages, lands, tenements, hereditaments and premisses herein before limited and appointed, granted, released, conveyed and confirmed respectively, or expressed and intended so to be, with their and every of their rights, members, and appurtenances, upon the several trusts, and to the several ends, intents and purposes herein after expressed and declared of and concerning the same (that is to fay) upon trust that the said A. B. and C. D. and the survivor of in trust for them, and his heirs and affigns shall and do permit and suffer the said mortgagor D. G. and his affigns, and such other person or persons as would have till default of been intifled to the faid hereditaments and premisses herein before men-payment. tioned and intended to be hereby limited and appointed, granted, releafed, conveyed, ratified and confirmed, under or by virtue of the faid in part recited indenture of leafe and releafe, bearing date theand ---- days of ---- and the recovery suffered in pursuance thereof, in case these presents had not been made, to receive and take the tents, issues and profits of all and every the faid manors or lordhips, tower, meffuages, lands, tonements, hereditaments and premif-as aforefaid, or some part thereof, and in case the whole of the said fum of ______. I. shall have been paid on or before the faid _____ day of which will be in the year of our Lord then upon in default of trust that the said A, B. and C. D. and the survivor of them or his payment in heirs, do and shall, at the costs and charges of the said D. G. and trust to sell, R. S or of their respective heirs, executors of administrators, and so as the said A. B and C. D and the survivor of them, and his heirs, he not compelled or compellable therefore to go or travel from their or his dwelling, convey and affore the faid feveral manors or lordfhips, towns, messuages, lands, tenements, hereditaments and premisses expressed to be hereby appointed, gramed and released, limited and affured unto and to the use of the said D. G. and R. S. their heirs and assigns, or as they shall direct or appoint, but in case the said sum of ---- / or some part thereof, shall on the faid ----- day of ----- remain unpaid or pulatisfied, and shall not be paid and satisfied within 40 days then next enfuing, then upon trust that they the said A. B. and C. D. or the forvivor of them, or his being, do and shall, as soon after the said 40 days as conveniently may be, by the direction of the faid G. W. his executors, administrators or assigns, and without the interpolition or asfent of the said D. G. and R. S. their heirs or astigns, or any of them, by public sale or auction, or private contract upon reasonable notice to be given for that purpole, make fale and absolutely dispose, either onthely, together or in parcels, of all and fingular the faid feveral manors or lordihips, towns, messuges, lands, tenements, hereditaments and premisses herein before mentioned and described, with their appurtenances as aforefaid, or of a sufficient part thereof, and the equipy of redemption and inheritance thereof in fee-simple for the best price or prices in money that can then be reasonably had or obtained for the lame, and do and shall, for that purpose, make and execute all such deeds, conveyances and affurances as they the faid A. B. and C. D. or and pay expenthe survivor of them, or the heirs of such survivor shall think sit, and it cas of sale,

is mortgage, &c.

is hereby agreed and declared that the faid A. B. and C. D. and the furvivor of them, his heirs, executors and administrators, shall and may, in the first place, out of the monies to arise by such sale or sales, retain, reimburse and pay themselves respectively, all such costs, charges and expences as they respectively shall or may sustain, expend or be put nato, by causing the said hereditaments and premisses, or any part or parts

thereof, to be fold, and in making out proper abiliracts of the title thereto, to be delivered to the purchasor or purchasors thereof and otherwise, respecting or in any wise relating or incident to such sale or sales as aforefaid, or any act necessary to be done by them in pursuance of the trusts aforesaid, or of any covenant, clause, matter or thing herein contained or expressed, and then that the said A B, and C. D, and the survivor of them, his executors or administrators, do and shall thereout pay to the faid G. W. his executors, administrators or assigns, the said sum of -1. of lawful money of Great Britain, and according to the va-Ine of money in Great Britain or so much thereof as shall theo remain unpaid, and all further interest then due and owing for the same, and after the several deductions and payments aforesaid, that then the said A. B. and C. D. or the survivor of them, his executors, or administrators, do and shall pay the residue (if any) of the money to arise by such sale or fales so to be made as aforefaid, after paying and discharging the costs and charges in or about or relating to the execution of the faid trust, and the faid fum of _____ /. and all interest then due and owing for the same, at the rate aforesaid, unto the said D. G. and R. S. their executors, administrators and assigns, and do and shall convey and assure such part or parts of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses expressed or intended to be hereby granted and released, limited and appointed as aforesaid, as shall then remain unfold and undisposed of, unto and to the use of the said D. G. and R. S. their heirs or affigns, or as he or they shall direct or appoint; Provided always and it is hereby agreed and declared by and between all the faid last mentioned parties, that in the mean time and until the faid hereditaments and premisses shall be sold as aforesaid, a sufficient part of the rents and profits of such and so many of them as shall from time to time remain unfold, shall be applied and disposed of, in and for paying and discharging the interest of the said sum of rate aforefaid, as and when fuch interest shall from time to time become due and payable, and that the refidue of the faid rents and profes shall be applied in discharge of the said principal sum of _____ l. or so much thereof as shall then remain unpaid; and for promoting and facilitating the fale of all and fingular the premisses aforesaid, it is hereby further declared and expressly agreed by and between the faid D. G. R. S. and G. W. and the true intent and meaning of them and these presents, that the receipt or receipts of the said A. B. and C. D. or the furvivor of them and his heirs, figned with their or his bands or hand, shall be sufficient discharge or sufficient discharges to the purchasor or purchasors of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses mentioned to be hereby granted and released. limited and appointed as aforesaid, or any part or parts thereof, and his, her and their respective heirs, executors, administrators and assigns, for so much of the said purchase money for which such receipt

Trustees receipt to be a sufficient discharge to purchasors.

receipt or receipts shall be so given and signed as aforesaid, and that such purchasor or purchasors, his, her or their heirs, executors, administrators and assigns, shall not be obliged to enquire or know whether the sum of money and interest intended to be hereby secured as aforesaid, or any part thereof, are or is then owing, and that after such receipt or receipts shall be figned and delivered to the purchasor or purchasors, his, her or their heirs, executors, administrators or affigns, he, she or they, or his, her or their heirs, executors, administrators or assigns, shall not be Not to see so obliged to see to the application of his, her or their purchase money, or application of to be answerable or accountable for any loss, misapplication or non-ap-money. plication of the fum or fums of money which in or by fuch receipt or receipts shall be acknowledged or expressed to be received, or any part thereof, And the faid D. G. and R. S. for themselves severally and respectively, and for their respective heirs, executors and administrators, do, and each of them doth covenant, promife and agree with and to the Lid A. B. and C. D. their heirs and alligns, by these presents, in manner following, that is to fay, that they the faid D. G. and R. S. or fuch one of them or his heirs, as may be intitled to the faid equity of redemption in the faid manors or lord hips, towns, messuages, lands, tenements, bereditaments and premisses mentioned to be hereby granted may entitled and released, limited and appointed as aforesaid, shall and will well and annuities, truly pay or cause to be paid unto all and every such respective person or perfons, and his, her or their affigns, for and during the life or lives of any of them, such annuity or annuities, and all arrears thereon or any part thereof due, as the faid G. H. by his last will and testament Herein before recited, charged upon all his real and personal estates whatfoever and wherefoever, and which were afterwards by indentures of leafe and releafe herein before recited, respectively bearing date the - and - days of - more particularly charged on certain hereditaments and premisses therein particularly mentioned and defcribed, of which the manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses expressed or intended to be hereby granted and released, limited and appointed as aforelaid, are part. free and clear of and from all taxes, charges and other deductions whatfoever, parliamentary or otherwife, at the days and times, and in manner and form as are limited or appointed for payment of the fame: and also that they the said D. G. and R. S. their heirs, executors or administrators, or some or one of them, shall and will, from time to time to time, and at all times hereafter, fave, defend, keep harmless and and indemnify indemnified the faid A. B. and C. D. their heirs and assigns, and every the mortgagor of them, and the said manors or lordships, towns, messuages, lands, against sums tenements, hereditaments and premisses so appointed, granted, released, charged on said limited and conveyed to the faid A. B. and C. D. their heirs and affigns premiffes. as aforefaid, and every of them and every part thereof, and the faid two several terms of 1000 and 1200 years respectively, of, from and against the aforesaid sum of ______l. appointed by the said above in part recited indenture, bearing date the ---- day of ---- to the younger children of the faid D. G. as aforefaid, and all interest due or hereafter to grow due for the same, and every or any part thereof, and of, from and against all actions, suits, costs, charges, damages and expences which the said A. B. and C. D. or the said G. W. their hoirs, executors, administrators

That the mortgagor feifed in

ministrators and assigns, respectively, or any of them, shall or may, at any time hereafter, fultain, expend, or be put unto by reason or on account of the levying or railing the faid fum of _____ h or any part hereof, or the interest thereof; and also that they the said D. G. and R. S. some or one of them, at the time of sealing and delivery hereof, are or is lawfully, rightfully and absolutely seised, of their, some or one of their demesses as of see, of and in the said manors or lordships, towns, messuages, lands, tenements and premises herein before mentioned to be hereby limited and appointed, granted, released and confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple in possession, without any reversion or remainder, trust, limitation, power of revocation, use or uses, or any other matter, restraint or thing whatsoever, to alter, change, charge, revoke, make void or lessen, incumber or determine the same; and also that they the Have full power said D. G. R. S. P. R. and J. J. at the time of the sealing and delivery of these presents, or some or one of them, have, or hath in themfelves or himself, good right, full power, and lawful and absolute authority to grant, bargain, fell, release, limit, appoint, convey and assure, all and fingular the faid manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses mentioned to be hereby granted, released and appointed as aforesaid, with their respective rights, members and appurtenances, unto the faid A. B. and C. D. and their beits, to the uses, upon the trults, and to and for the intents and purposes, and subject to the powers, provisoes, declarations and agreements herein before declared and expressed of and concerning the Jame, subject to the charges herein before recited, and that in case the said manors or lord-That it shall be thips and other hereditaments and premisses, or any part or parts thereof shall be fold in pursuance of the trusts herein before declared for that purpose, it shall be lawful for the purchasor or purchasors thereof, his, her or their heirs and assigns from thenceforth, from time to time, and at all times for ever, peaceably and quietly to have, hold and enjoy the fame, and to receive and take the rents, iffues and profits thereof, and every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, hindrance, molestation, interruption or denial of, from or by them the faid D. G. R. S. or the faid P. R. and J. J. or any of them, or any of their heirs, or any person or persons whomfoever, having or lawfully on equitably claiming, or who shall or may have or lawfully or equitably claim any efface, right, title, truft or interest, into or out of the said hereditaments and premisses herein besore mentioned and described, or any part thereof, by, through, from, under or in trust for the said D. G. R. S. P. R. and J. J. or either of them, or by, from, through or under the faid G. H. deceased, or by, from through or under their or any of their right, title, estate or interest, and that free and clear, and freely and clearly and absolutely acquitted, exonerated and discharged, or otherwise, by the said D. G. and R. S. their heirs, executors and administrators, saved, defended, kept harmless and indemnified, of, from and against all manner of former and other gifts, grants, bargains, sales, mortgages, amountes,

jointures, dowers, thirds, right and title of dowers and thirds, uses, intails, rents and arrears of rents, statutes, judgments, recognizances,

executions,

lawful for the parchafors to enjoy

to convey.

free from incumbrances,

executions, extents, debts due to the king's majeffy, and all other debts. titles, charges or incumbrances whatfoever, made, done, committed or executed, or wittingly or willingly suffered by the said D. G. R. S. P. R. and J. J. or any of them, or by the faid G. H. deceased, or any person or persons sawfully claiming by, from, through or under or in traft for them or any, of them, or by, through or with their or any of their acts, deeds, means, consent, procurement, default or privity, except the several sublitting leases, and the annuities and respective sums of - 1. and ---- herein before recited to have been charged there- and for further on as aforesaid; and further, that if the said manors or lordstipe, assurance. www. mefluages, lands, tenements, hereditaments and premises mentioned to be hereby gramed and released, limited and appointed as aforefaid, or any part or parts thereof, shall be fold in pursuance of the truste herein before declared for that purpose, the said D. G. and R. S. and their heirs, and all and every other person and persons whomsoever; having or lawfully claiming, or who shall or may hereafter have or claims any estate, right, title or interest, of, in, to or out of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses, or any of them, or any part or parts thereof, by, from through or under the faid D. G. and R. S. or by, through or under the alaid G. H. deceased, or either of them, or by, through or under their wany of their right, title, effate or interoft, other than except as aforefaid, shall and will, at any time or times after the same shall be fold and conveyed, at the requests, costs and charges of the purchaser or purchasors thereof, make, do, acknowledge, levy, suffer and execute, or cause and procure to be made, done, acknowledged, levied, suffered "and executed, all and every, or any fuch further or other lawful and reafonable act and acts, thing and things, deviles, conveyances and affirminces in the law whatfoever, for the further and better and more perted and absolute granting, conveying and assuring, all, and fingular the hid manors or lordships, towns, messuages, lands, tenements, hereditaments and premishes, and every part and parcel thereof, with their repediate rights, members and appurtenances, and to the purchasor of purchasors thereof, his, her or their heirs or assigns, or as he, she or they shall direct or appoint, as by his, her or their, or any of their counfel learned in the law shall be lawfully and reasonably devised, advised and required; and also that in case the said hereditaments and premissors In case premissors er any part or parts thereof, shall be fold in pursuance of the trust herein fold to enter inbefore declared for that purpose, they the said D. G. and R. S. or their to covenants beits if required, shall and will join in such sale, and execute the sever with the pural conveyances of the premisses to be fold unto the use of the purcheson chalor. or purchasors thereof, his, her or their heirs and assigns, or as he, ste

sers it required, shall and will join in such tale, and execute the serveral sonveyances of the premisses to be fold unto the use of the purchasos. If purchasos, his, her or their heirs and assigns, or as he, the or they shall direct or appoint, and enter into all proper and reasonable covenance with the furchasor or purchasors, his, her, or their heirs of assigns, for the title, possession and further assurance of the premisses so assigns, for the title, possession and further assurance of the premisses so to be sold; nevertheless it is hereby agreed and declared, that the juning of the said D. G, and R. S. or their heirs, in any such sale or saless tongeyance or conveyances, so to be made and executed as asoresaid, sallspor in any wise be deemed effected or necessary to perfect the title of the purchasor or purchasors of any part thereof, the same being intended for the surther satisfaction only of such purchasor or purchasors;

Westided already, and it is hereby agreed and declared, that the field A. Trusteers be

B. and C. D. and each of them and each of their respective heirs, exe-

cutors and administrators, shall be charged and chargeable only for and

with fuch fums as they respectively receive.

with their respective receipts, payments, acts and wilful defaults, and shall not be charged or chargeable with, or answerable or accountable for any fum or fums of money, other than fuch as shall by the means herein before mentioned, actually come to their respective hands, their joining in any receipt or receipts for the fake of conformity notwithstanding, nor shall any or either of them be accountable or answerable for the other or others of them, but each of them for his own acts and receipts only, nor shall they or any of them be accountable or answersble for any loss or damage which shall happen by depositing or placing the trust monies to arise by such sale or sales, to be made as aforesaid, or any part thereof, in any bank or bankers' hands, or elsewhere for safe cultody or otherwise howsoever, in the execution of the aforesaid trutts, fave fuch only as shall happen by or by reason or means of his or their respective wilful act, neglect or default; and the said D. G. and R. S. do, and each of them doth by these presents, grant unto the said A. B. and C. D. and their heirs, all deeds, evidences, muniments and writings, touching and concerning all and fingular the faid manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses herein before mentioned and described, or any of them, or any part thereof, and which do not also relate to other hereditaments of greater value, which they the said D. G. and R. S. or either of them have or hath in their or either of their hands, custody or power, or which they or either of them can have or come by without fuit at law or in equity, and true and attested copies of all such other deeds, evidences, maniments and writings touching or concerning the faid manors, lordfhips, towns, messuages, lands, tenements, hereditaments and premisses, or any of them, or any part or parcel thereof, and which relate also to other hereditaments of greater value, such copies as shall be required before or at the time of the execution of these presents, to be made and written at the costs and charges of the said D. D. and R. S. and all suture copies to be made and written at the costs and charges of the said A. B. and C. D. their heirs or assigns; And eubereas in and by the said indenture of release of the ----- day of ----- herein before mentioned and referred to, a flatute-staple bond acknowledged by B. D. ----- day of ------ before the mayor and constable of - to F. R. R. esq; in the penalty of ----- 1. for securing - 1. and interest, and also a judgment obtained by O. M. in --- against the said B. D for – term, -sides costs, for securing _____ /. and interest, afterwards vested in A. L. esq; and also a judgment obtained by the said A. L. esq; against

also a judgment obtained by A. G. against the said D B. in -

and also a judgment obtained by _____against the said B. D. in _____term, ____for securing ____.!. and interest; and also two several judgments obtained by D W. against the said B. D. in _____term, _____sainst the said B. D. w. in _____term, _____against the said B. D. one for _____.!. and the others for _____.!.

---- l. for lecuring ----- l. and interest,

----- for --

Grant of title

deeds.

Affignment of a flatute-staple, &c. to protect inheritance.

and also a judgment obtained by J. R. in -- term, . their executors, administrators and assigns, in trust for the said B. R. and M. P. and their heirs, in order to protect the said premisses from all melne charges or incumbrances, if any fuch there were; And whereas in and by the faid indenture of release bearing date the --- herein before partly recited, they the said D. G. and R. S. did thereby direct, that they the said T. C. and S. G. their executors and administrators, should stand and be possessed of the faid statute-staple, and the feveral judgments herein before mentioned in trust, as to the feveral hereditaments and premiffes herein before granted and released, limited and appointed, for the faid C. W. and W. F. their executors, administrators and assigns, for better securing to them the payment of the laid recited furn of ______ /. and subject thereto in trust, to attendthe inheritance of the said premisses; Now this Indenture witnesseth, that for the confiderations aforelaid, and for and in confideration of the further sum of 5 s. of like lawful money of Great Britain, to the said T. L. and S. C. in hand paid by the faid A. B. and C. D. at and before the fealing and delivery of these presents, the receipt whereof is hereby acknowledged, at the defire and by the direction as well of the faid D. G. and R. S. as of the faid C. W. and W. F. testified by their respectively agoing and sealing this indenture, they the said F. L. and I. W. have granted, bargained, fold, assigned, transferred and set over, and by these presents do, and each of them doth grant, bargain, sell, assign, transfer and fet over, unto the faid A. B. and C. D. their executors and administrators, the faid statute staple and the several judgments herein before mergioned, and all the benefit thereof, and all fum and fums of money focured thereby or recoverable thereupon, and all powers and remedies which they the said T. L. and S. G. or either of them, have or hathe or ever had, for recovery of the same monies, or for suing out executions upon, or otherwise prosecuting the said judgments; to have, hold and enjoy the faid statute and the several judgments herein before mentioned to be hereby assigned, and all the benefits thereof, unto the faid A. B. and C. D. their executors, administrators and assigns, absolutely for ever in trust for the said G. W. their executors, administrators and assigns, absolutely for ever in trust for the said G. W. his heirs and aligns, to be by him or them at all times hereafter made use of for protect. ing and preferving the faid hereditaments and premisses by these presents. herein before limited and conveyed, of and from all manner of messages and incumbrances if any such there be, and the said T. L. and S. trustees have G. do, and each of them doth severally and respectively, and not jointly or not assigned. the one for the other of them, but each of them for himself and his own &c. beirs, executors and administrators, covenant, promise and agree, to and with the said A. B. and C. D. their executors, administrators and assigns, that they the said T. L. and S. G. have not at any time heretotore, done or committed any act, matter or thing whatfoever, by means, whereof the faid statute-staple and judgments hereby assigned or express. ed and intended so to be, or any of them is, are, shall or may be assigned, discharged, vacated or incumbered in any manner whatsoever; And Covenant to this Indenture further quitneffeth, that for the more effectually securing the postpone former payment of the faid fum of _______ /, and the interest thereof, at the charges to pre-

rate fent mortgage.

rate aforefaid, to the faid G. W. his executors, administrators and alfigus, as the times and places and manner aforefind, the laid D. G. done hereby covenant, promise and agree, to and with the fairt G. W. his executors, administrators and affigues, that while the faid functof and the interest thereof, or any part thereof, respectively, shall be due and owing on the preson morrgage or security, he the said D. G. sait and will confent and agree, and he doth hereby confent and agree, that admitted to be owing and due to the faid D. G. in the faid hereis before is part recited report, made on the securious day of securious and that the payment of the faid fum of ---- h. shall be postponed until the faid from of ---- h and the interest thereof, at the rate aforefind,

that be paid and discharged, for as to give the said sum as the said of and the interest thereof, priority, as to the said manors or localities, towns, melianges, lands, tenements, hetedizaments and premilles, to the faid fam of ______. and also that the faid D. G. his exceptory, administrators or assigne, shall not claim the said form of one of the faid menors or lordships, towes, medicages, lands, sensments, hereditaments and premises herein before grantet and released, until the faid fum of _______ /. and the interest thereof, as the rate aforefaid, be fully paid unto the faid O. W. his executors, administrators or affigns; and is is hereby further declared and agreed, by and between the faid parties to these presents, that until default shall happen to be made in payment of the faid fam of ---------- I. or fome part thereof, contrary to the provide and covernme herein before in that behalf contained, it shall and may be lewful to and for the said D. G. and his affigues, and for the other person and persons, who wader or by virtue of the faid in part recited indentures of leafe and releafe and recovery, would have been intirled to the faid hereditaments and premifice meationed and intended to be hereby granted and released, in case these prefems had not been made; to have, hold, occupy, possess and enjoy the faid hereditaments and premises, and to receive and take the renu. A fues and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful lot, fait, trouble, denish molekation or interruption whatfoever, of, from or by the faid G. W. his executors, administrators or assigns, or any of them, the faid terms

faid G. W. his oxecutors, administrators and affigue, or any other thing herein before contained to the contrary whereof in any wife normiti-

D. G. his heirs, executors and administrators, that if he the faid D.

6. his heirs, executors or administrators, do and shall yearly and every year, from time to time, and for fo long time as the faid principal fund or any part theroof shall romain due and owing to the faid G. W. his executors, administrators and affigus upon this prefent more gage and fecurity, well and truly pay or cause to be paid unto the faid G. W. his executors, administrators or assigns, by equal half yearly payments, upon every day of in every year, or within two calendar months next after every of the fame suppositive half

yearly

Covenant that mortgage may offess till defamilt of pay-

Coverant to see flauding, And he the faid G. W. doth hereby for himself, his heirsy ceive lower in- executors and administrators, covenant and declare to and with the faid terest if duly paid.

portanges.

yearly) and to proportionably and after that rate for so much of the said from of _____. as shall then remain due and owing, then and in fich case, and not otherwise, he the said G. W. his executors, adminifirstors and affigns, shall and will, from time to time, receive and ac-for the principal fum, and shall and will, from time to time, give respipes and discharges for the same accordingly, as if the whole interest of the faid --- l. after the rate of --- l. for the hundred. yearly, were actually paid, any covenant, proviso or agreement herein before contained to the contrary thereof notwithstanding . And whereas Bond and judgthe faid D. G. hath executed a bond or obligation bearing even date with ment for fecurthese presents, and entered into by him the said D. G. to the said G. ing same same. --- L conditioned for the payment of the W. in the penal sum of ----- l. at the places, times and manner therein expressed. to the faid G. W. his executors, administrators or assigns, and also duly executed a warrant of attorney for confessing a judgment thereon. is intended to be entered up in his majesty's court of king's bench at Westminster, as of Trinity term last, or of some other subsequent Triaily term, This Indenture further witneffeth, and it is hereby declared and agreed by and between the faid parties to these presents, that the faid fum of ______ 1. fecured by the said bond is the same sum of -1. as is meant and intended to be secured by these presents as aforesaid, and that the said judgment upon the aforesaid bond to the said G. W. is intended to be entered up, and the faid G. W. his executors, administrators and assigns, is and are to stand and be possessed thereof. and of all benefit and advantage arising and to be had or taken thereby as a collateral fecurity only, and for the better and more effectual payment of the said sum of _______. to the said G. W. his executors, administrators and assigns, at the several days and times, and in the manner herein before appointed for the payment thereof, and that no execution or executions shall be issued or taken out upon the said judgment, until some one half yearly payment of the said sum or any part thereof shall be in arrear for the space of two calendar months next after some or one of the said days herein before limited and appointed for payment thereof, provided always and it is hereby further declared and _agreed by and between the faid parties to these presents, and the true intest and meaning of these presents of the said parties hereto, is, and the faid G. W. for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said G. W. his executors, administrators and assigns, that when and so often as the said half yearly payments or any part thereof, shall be behind and unpaid by the space of two calendar months next over or after any or either of the faid days and times herein before mentioned or appointed for payment thereof, that then and so often, and in every such case it shall and may be lawful to and for the faid G. W. his executors, administrators and affigns, to fue out fuch execution or executions upon or by virtue of the faid judgment herein before mentioned as he or they shall think fit or be Y y Vol. V. advised

advised for the recovery of the arrears of the said half yearly payments, and all costs and charges which the said G. W. his executors, administrators and assigns, or any of them shall bear, pay, sustain or be put unto by or by reason or means of the nonpayment of the same half yearly payments or any part thereof, and that it shall not be necessary for the said G. W. his executors, administrators or assigns, to revive or caste the said judgment to be revived, or to do any act, matter or thing to keep the same on foot, notwithstanding the said judgment shall have been entered on record, for the space of one year or upwards, and notwithstanding any rule or practice of the court in which the said judgment shall be entered on record to the contrary, and that the said judgment shall be entered on record to the contrary, and that the said D. G. shall not or will have, take or receive any advantage for want of reviving or keeping the said judgment on foot.

J. J. P.

Drder.

Dider.

An Order from Executors to a Mortgagee to pay (after deducing his Printing and Interest) the Surplus that the Premisses amount to, to the Assures of the Commission of Bankruptty awarded against the Deceased.

NOW, &c. that we A. and B. executors of the last will of the within named P. Do by these presents order and direct the within named C. to, and consent that he do pay unto D. and assignees, by virtue of a commission grounded upon the several statutes made concerning bankrupts, awarded against & the partner of the within named P. the sum of _______. of lawful, &c. being the full purchase money for the tallies within affigued, after allowing to the faid C. his full principal money and interest: And we the said A. and B. executors and administrators, jointly and feverally covenant, promife and agree, to and with the faid C, that we the faid A. and B. our executors and administrators, nor any of us, not any by or through our means or privity, shall or will at any time hereafter sue or prosecute the said C. his executors, administrators or affigns, for or concerning the tallies within affigned, or any thing relating thereunto; nor shall or will claim any other benefit or advantage by or upon the covenant within contained from the faid C. for his reaffigning the faid tallies or orders, or any equity or benefit of redemption to be thereupon had or taken; but of and from the faid tovenant, and the proviso or condition within contained, and all suits, claims and demands, in law and equity, concerning the fame, we the faid A. and B. executors as aforesaid, do hereby acquit, release and discharge the faid C. his executors, administrators and assigns for ever, by these prefents. In Witness, &c.

Parcels, or the Things conveyed with Exceptions.

Arable Land in a common Field.

L. L. that one piece of arable land, being fix ridges and about an acre, lying in a field called the Wolf-Field, within the faid held called the Moore, between the mable lands of L. M. and N. O. North aild South.

See the General Words at the end of this title, and at the words monor, plantation.

Browboufe.

L. L. that his brew-house, with all and singular the appartenences called N situate, &c. in D. in the parish of F. in the county of G. together with all manner of vessels and utenfils to the said brew-house belonging, or in any wise appertaining, viz. Two horse-mills, price, &c. (and so set down the rest): Or thus: And all the rest of the goods in the schedule annexed mentioned; Or, together with all manner of vessels and utenfils for brewing, and otherwise, contained in a certain schedule hereunto annexed.

A Close.

A LL that one close of mead-ground, (or pasture-ground, or arable-ground) situate, lying, and being in D. in the county of W. commonly called or known by the name of G. Meadow, being by estimation five acres, or thereabouts, now in the occupation of the said A. B. or of his assigns.

Common.

Cottage

L. L. that cottage or tenement in D. aforefaid, wherein one K. N. doth now dwell, and the garden and orchard thereunto adjoining and belonging, the which the laid A. B., did purchase of one O. P.

Cuftom-Wood.

DD twelve loads of custom-wood yearly to be taken in the custom-woods-of the manor of B. by the tenants of the faid messuage.

Dye House.

LL that messuage of the said A. B. commonly used for a dyehanse, with all the coppers, sats and other utensis now being in the house, and used and occupied to and with the same; and also all other the dwelling-houses and other rooms, with the appurtenances, as the same late were in the use or occupation of S. T.

Farm.

Farm.

A L L that his farm called L. Farm, fituate, Sc. within the parish of D. containing about — acres of land, meadow and pasture, now in the tenure or, occupation, Sc.

Fish-Ponds.

Free-Rent.

A L L that free rent of 12 d. iffuing out of certain lands and tenements in D. in the county of G. now in the tenure of H. J. and being the inheritance of the faid H. J.

Granges.

A L L that his grange called D. Grange, with the rights, members and appurtenances thereunto belonging, fituate, lying and being in the parish of D. in the county of K. now in the tenure or occupation of

Half-Plough or Half-Hide of Land.

A LL that his half plough or half-hide of land, situate, &c. now in the occupation, &c.

Honours,

Honours, &c.

A LL those the honours, isles, islands, baronies, villages, towns, castles, seigniories, manors, granges, fold-courses, farms, knights-sees, ox-gangs, forests, parks, warrens, mediuages, lands, meadows, pastures, woods, moors, marshes, furzes, heaths, commons, common of furze, sishings; advowsons, hundreds, ways, ferries, franchises, rents, advowsons in gross, vicarages, rivers, mines, and all other the lands, tenements and hereditaments of the said A. B. situate, lying and being within the county of G.

Ìnn.

A L that messuage of the said A. B. situate, &c. called or known by the name of the George Inn, together with all and singular the yards, gardens, stables, orchards, casements, and appurtenances thereunto belonging, or therewith now used and occupied, as the same were late in the occupation of S. T.

A Manor, with the General Words,

LL that the manor of ---- with the rights, members and ap-A purtenances thereof in the county of ---- (except as is herein after excepted) and all and fingular meffuages, lands, tenements, meadows, closes, wastes, waste-grounds, rents, services, royalties, privileges, franchises, liberties, courts, perquisites and profits of courts, and hereditaments whatfoever, to the same manor belonging, or in any wife appertaining, (except as is herein after excepted;) and all that meffuage, &c. together with all and fingular houses, out-houses, edifices, buildings, barns, stables, dove-houses, yards, orchards, gardens, backfides, curtilages home-stalls, home-closes, lands, leys, hades, bulks, meadows, pastures, feedings, closes, inclosed grounds, commons and common of pasture, common of surze, turfs, common of turbary and estovers, sheep-walks, trees, woods, underwoods, wastes, waste ground, wears, waters, fishings, fisheries, courts-leet, views of frankpledge, courts baron, warrens, goods and chattels of felons, estrays, liberties, rights, royalties, privileges, jurisdictions, profits, commodities, advantages, emoluments and hereditaments whatfoever to the faid manor, messuage, mill, closes, meadows, lands, hereditaments and premisses, belonging or in any wife appertaining, or therewith now or late used, General words.

occupied or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, or thereunto belonging (except, and out of these premisses always reserved, all that, &c.) And the reversion and reversions, remainder and remainders, and all and fingular the yearly and other rents, iffues and profits of all and fingular the laid premiffes, and of every or any part or parcel thereof, (except, &c. And also all the estate, right, title, interest, inheritance, use, trust, possession, revertion, property, claim, and demand whatfoever in law and equity of them the faid A. B. and C. and either or any of them, or of amy other person or persons, in trust for them, or any of them, or for their or any of their use and uses, of, in, to and out of the said maitor, Er. and all and fingular other the premisfes herein before mentioned or intended to be hereby granted, released and confirmed, with their and every of their appurtenances, and every part and parcel thereof, by any ways or means, right or title whatfoever and howfoever; together with all and fingular deeds, evidences, muniments, counterparts of leafes, and other writings whatfoever touching or concerning the faid premisses only, or any part thereof, which now are in the hands, cultody or postession of the said A. B. and C. or any of them, or of any other person or persons in trust for them or any of them, or for their or any of their use or uses, or which they or any of them, can come by, without suit at law or in equity, and likewise true copies to be made at the charges of the said D. and E. their heirs and assigns, of all such other delle and writings which concern the faid premifies, or any part thereof, joint ly with any other messuages, lands and tenements.

Manor.

A.LL that the manor of H. with the appurtenances in or late in the tenure or occupation of the faid A. B. and all and fingular the messuages, granges, mills, tosts, cottages, curtilages, doseboules, barns, buildings, gardens, orchards, lands, meadows, paftures, feedings, parks, commons, woods, underwoods, tents, reversions, and all and all manner of tythes, of what kind or nature foever they be; and also all fee-farms, waters, fishings, furze, heaths, marthes, ways, walles or void grounds, escheats, reliefs, heriots, courts, profits of courts-leet, and views of frankpledge, and all that to the fame courts and views of frankpledge doth appertain, goods and chattels waived and strayed, goods and chattels of felons, fugitives and outlawed persons, fines, amerciaments, liberties, privileges and all other profits, commodities and advantages in H. aforesaid, and elsewhere within the said county of _____ to the faid manor belonging, or in any wife appertaining, or accepted, reputed or taken as part, parcel, or member of the same manor, in as large and ample manner, as the said A. B. hath the fame.

Meadow Ground in a common Mead.

A L'I that piece of meadow-ground of about one acre; lying in a L'a common mead called the Great Mand in D: in the county of G; between the pieces of meadow-ground of L. M: and M: G. Baltumb: Well.

Meffuage, Garden or Grobard and Lands, &c.

The like.

LL that capital messuage or manor-house in W. in the county of G. wherein the said C. D. now dwells, and all the houses, buildings, courts, outlets, gardens and orchards thereunto belonging or appertaining; and all the lands, meadows, pastures, woods and grounds belonging or appertaining unto the same, which are hereafter particularly mentioned; (that is to say) one close of meadow, &c.

The Ake.

A L L that meffuage or tenement, with the appurtenances, fituate, lying and being within the parish of D. in the county of G. and called by the name of C. wherein one S. T. now dwelleth, and one crost called S. and 30 acres of land thereunto belonging or appertaining, lying and being within the said parish of D.

The like.

A L L that meffuage or tenement, with the appurtenances, fitume, lying and being in C, in the parish of S. in the said county of G. now in the occupation of E. P. or wherein, the said E. P. now dwells, and late in the occupation of one W. P. and all houses, edifices, Sc. containing in the the whole by estimation half a yard-land, or thereabouts, and namely, and more particularly one garden, Sc.

The like.

A LL that capital meffuage, farm or mantion-house, commonly called Howard House, otherwise called the late diffolved Charar House, fituate and being within the county of M. with all and fingular the rights, members and appurtenances thereunto belonging and appertaining, and all that garden, and orchard thereunto likewise belonging or appertaining, lying on the West side of the said messuage, and all that parcel of land and ground adjoining the said orchard, and commonly called the church-yard.

Mills, &c.

LL those two water-grist or corn-mills, and one falling-mill, with the appurtenances, situate, lying and being in D. in the county of G. now in the occupation of S. T. or of his assigns, and 40 acres of land, meadow and pasture to the same adjoining, and usually occupied therewith, and all the waters, water-courses, ponds, slood-gates, wears, sishings, commodities and advantages thereunto belonging and appertaining.

Mines and Quarries.

A ND all the mines and quarries of iron, brass, tin, coal, lead and stone, in and upon the said premisses.

Moiety of Meffuages, Lands, &c.

A ND one moiety or balf-part of all his meffuages, and of all the lands, tenements and hereditaments, of his, lituate, &c.

Moiety of a fourth Part of Premisses.

NE full moiety or half-part of the said sourth part of all and singular the premisses so purchased by the said A. of and from the said K. and L. for the said sum of _______. as aforesaid; And all the estate, right, title, interest, term of years yet to come and unexpired, trust, property, benefit, claim and demand whatsoever, both in law and equity, of him the said A. of, in, to and out of the same moiety of the said sourch part of the same premisses, or any part thereof.

Ox-gang of Land.

A LL that his ox-gang of land, situate, &c. in D. within the county of G. now in the tenure or occupation, &c.

A Park lately disparked.

A L L that park or inclosed ground sometime used as a park, and now or lately disparked, commonly called or known by the name of H. Park in the county of R. with the rights, members and appurtenances thereof, and all houses and lodges therein or thereunto belonging.

Plantations in Bashadoes.

LL that the upper plantation, land or ground of him the faid A. A commonly called or known by the name of K. Hall, lituate, lying and being in the parish of L. in the said island of B. and containing by estimation 396 acres, or thereabouts, be the same more or less; And also all meffuages, tenements, edifices, erections, buildings, houses, More-houses, sugar-houses, boiling-houses, curing-houses, still-houses, mills and kilns, erected, built, standing or being, or to be erected, built, flanding or being in or upon the said plantation, land, ground, heredinaments and premisses, every or any part thereof, with their and every of their rights, privileges, members and appurtenances; And also all negroes and flaves, men, women and children, and the increase and progeny of the same negroes and slaves, And also all horses, cows, oxen, heep and other cattle whatfoever; And all coppers, stews, ladles, skimmers, potting-basons, fugar-pots, stills, still heads, worms, worm-tubs, coolers, cisterns, plantation-tools, and all other implements, goods and shattels whatfoever to the faid meffuages, buildings, plantation, land, ground, hereditaments and premisses, hereby or mentioned and intendcd

ed to be hereby granted and released, every or any of them, or any part thereof, belonging or in any wife appertaining, or with them or any of them used, occupied, possessed and enjoyed; And also all other the messuages, buildings, lands, ground and hereditaments whatsoever of him the said A. situate, lying and being in the said parish of L in the faid illand of B: with their and every of their appurtenences, (Expe and always referred out of these presents, and the grant and conveying hereby made, or intended to be made, All that finals flip or partel of ground of him the faid A. lying and being in the faid parish of L. has being part of and used and enjoyed with the lower plantation, lying in the parish of M. in the said island of B. and all erections, buildings, hereditaments, plantations, tools, implements and apportenance what foever upon the faid excepted small slip or parcel of ground, or any part thereof, now being thereunto belonging or appertaining, or therewith used and enjoyed); All which said messuages, buildings, plantation, lands, grounds, negroes, flaves, cattle, utenfils, hereditaments, and other the premisses hereby mentioned or intended to be hereby granted and released (except before excepted) are now in the actual possession of the faid F. by virtue of a bargain and fale to him thereof made by the said A, for the term of one whole year, in consideration of 5. to him paid by the said F. in and by one indenture, bearing date the day next before the day of the date hereof, and by force of the statute for transferring uses into possession, made and provided; And the reversion and reversions, remainder and remainders, cents, iffues, profits and produce thereof, and of every part and parcel thereof: And also all the estate, right, title, interest, trust, property, claim and demand whatforver, both at law and in equity of him the faid A. of, in, to or gut of the faid meffuages, buildings, plantation, lands, grounds, negroes, slaves, cattle, utensils, hereditaments, and other the premisses hereby mentioned or intended to be hereby granted and released, or any of them, or any part or parcel thereof (except before excepted); And also all deeds, evidences, writings and records whatfoever, touching or in my wife concerning the same premisses, or any part thereof, which he the said A. now hath in his custody, or can come by without suit in law.

Plow-Land or Hide-Land.

A LL that his plow-land or hide-land, fituate, G_{ℓ} , in D_{ℓ} now in the occupation of L, M_{ℓ}

Prebend, Reflory and Parfonage.

A L L that the prebend, rectory and parsonage of G. asoresaid, in the country of H. with all the portions of D. and R. in the said country of K. and all messuages, corrages or renements glebe lands, lands, meadows, passures, seedings, tithes, obligations, obventions, profits, waters, sithings, temporal courts, perquisites and profits of courts, liberties, berries,

berties, franchifes, fervices and hereditaments whatfoever, to the faid prebend, rectory or parsonage, or either or any of them, in any wise appertaining, or therewith then or thentosore held, used, occupied or demiled, as part, parcel or member thereof, (Except and always reserved unto the said F. and his successors, prebendaties of the said prebend of G. the spiritual courts and juristifications ecclesialtical, and the advowsor, donation and free disposing of the vicarage of the parish church of G. aforesaid, when and so often as the same should become void).

Rectory, Tithes and Advowfon.

LL that the rectory, parsonage and other glebe-lands of H. astre-faid, and all and every the rithes of corn, grain, hay, wool, lamb, limb, east, and other the tithes both predial and personal whatsoever, yearly coming, growing, arising, renewing, accruing or increasing, within the town, field, precinct or titheable places in the parish of H. asoresaid; and also the advowson, gift, free disposition and right of parishing of the rectory and church of the manor of H. asoresaid.

Third Part of a Close.

ND the third part, or one part in three parts to be divided, of all that his dwn close of meadow or passure, lying, &c. and commonly called or known by the name of P. mead.

Warren.

A L L that warren called B. heath warren in H. aforefaid, in the county of G. bounded as following, between the field of L. M. lying on the West side thereof, and the close of K. T. on the East side thereof, &c. and the liberty of feeding, keeping and killing of conies of and within the said ground called B. heath.

Woods.

Yard-Land.

A L L that his yard-land, situate, &c. now in the occupation, &c.

General Mords.

A ND all houses, edifices, buildings, barns, gardens, orchards, lands, curtilages, yards, meadows, pastures, feedings, ground, common of pasture, inclosures, wastes, waste-grounds, woods, underwoods, trees, hedges, hedge-rows, tithes, oblations, obventions, ways, waters, water-courses, folds, easements, profits and advantages whatsoever, held, used, occupied, demised, or enjoyed, to or with the said messuage or tenement and premisses, or any part thereof, thereto belonging or appertaining, or therewith held or enjoyed, or to or with the same, every or any of them, belonging or appertaining, or accepted, reputed, taken, known, demised or letten, as part, parcel or member of them.

A ND the reversion and reversions, remainder and remainders, of all and fingular the premisses, with the appurtenances.

A ND all rents, reversions, yearly and other profits whatsoever, referved, due or payable, or which may happen, upon or by virue of any demise or grant heretosore made of the premisses, or any part thereos.

A ND all the estate, right, title, use, possession, claim and demand whatsoever, of him the said A. B. of, in and to the said manors, messuages and premisses, or of, in, or unto every or any part thereof

Deeds.

A ND the said A. B. doth further, for the consideration aforesaid, give, grant, bargain and sell unto the said C. D. his heirs and assigns for ever, All and every the deeds, evidences and writings what soever, in his possession, or which he can come by without suit in law or equity, touching or in any wife concerning only the said premisses, or any part thereof only, and also the true copies of all other deeds, evidences.

dences and writings, which with or amongst other lands or tenements, do touch or concern the premisses, or any part thereof, the same to be written and copied at the only costs and charges of the said C. D. and his heirs and assigns; all which the said A. B. doth for himself and his heirs hereby covenant to and with the said C. D. to deliver or cause to be delivered to the said C. D. his heirs or assigns, within convenient time after request made, in as good condition as they now are.

Or thus briefly.

A ND all deeds, evidences and writings touching or concerning the faid premiffes only, or only any part thereof.

Recital.

A LL which premisses were heretofore in the possession of one L. M. and by him conveyed to O. B. and his heirs, by whom the same were after conveyed to the said A. B. and his heirs.

Partition.

Partition.

An Indenture of Partition of a Garden between Tenants in Common.

Leafe to the partners

of ground or garden plot, and the buildings thereon.

Tenants in common want partition.

The same agreed to be made.

The partition.

H, T's hare,

1115 Indianace, made, Gr. Between H. Traff Gr. Of the toe part, and H. H. of, Ele of the other part, Mittelfet, that whereas dame D. S. of, &c. widow, by indenture of leafe, bearing date, &c. hath for the term of, &c. commencing from the feast-day of, Us. and for the yearly rent of, Us. thereby referred, to be due and payable at the four most usual seast-days or terms in the year, that is to say, Ge. or within fix days next ensuing every of the said feast-days, by even and equal portions, demifed, granted and to farm letter fine the faid H. T. and H. H. their executors, administrators and aligns, All that piece or parcel of ground-or garden-plots situate, lying and being in, &c. as it was then agreed to be referred, containing in length from North to South, &c. and in breadth from East to West, &c. which faid piece or parcel of ground lieth near, Ge. and adjoineth also unto, &c. and also all building made or set up in, or upon the said piece or parcel of ground or garden-plot, or any part thereof, and all profits, commodities and appurtenances whatfoever to the fame premifies, or any part thereof, belonging or in any wife appertaining, together with free ingress, egress and regress, in and through the king's highway there only unto and from the said piece or parcel of ground, as in the said recited indenture of leafe, wherein also divers other covenants, grants, articles and agreements are contained, relation being thereunto had, may more fully and at large appear; And for that the said piece or parcel of ground or garden-plot, doth now, by force and virtue of the faid recited indenture of lease, remain as the proper goods and estate of the said H. T. and H. H. in common, without any partition or division, which is not the meaning of them, or either of them, but contrariwife, that they and each of them, their and each of their executors, administrators and assigns, should and shall from henceforth be and remain sole and proper-owners of their several parts of the said piece or parcel of ground or garden plot, and such edifices and buildings as now are thereupon erecled, built and fet up, at the equal charges of the faid H. T. and H. H. And the said H. T. and H. H. are contented and agreed that a perfect partition and division shall be made of the said piece or parcel of ground and premisses by the said recited indenture of lease demised, and fuch edifices and buildings as thereupon are erected, built and fet up, in fuch manner and form as hereunder is expressed, that is to say, That the faid piece or parcel of ground, and fuch edifices and buildings as thereupon are erected, built and set up, shall be divided in the midst by a strait line directly drawn from the North to the South; and that the said H. T. his, &c. shall have and enjoy all that Easterly half part of

the said ground and buildings which are situate and being towards, &c. and that the faid H H. his, &c. shall have and enjoy all the Westerly half part of the faid piece or parcel of ground and buildings, which are situate and being towards, &c. and free ingress, egress, regress, course, recourse, passage and way unto and from the same, by and through the gate there standing and being on the East part of the faid piece or parcel of ground at the North end thereof, and so directly overthwart the ground mentioned and appointed to be part of and belonging to the faid H. T. from time to time, and at all times hereafter, and until the end, expiration or other determination of so many years of the faid term of, &c. as are now to come and unexpired, in and by the faid recited indenture of leafe mentioned to be granted as aforefaid: And the said H. T. &c. doth covenant, &c. to and with the said H. H. T.'s cove-H. his, &c. and to and with every of them, by these presents, in man-nant. ner and form following, that is to fay, that he the faid H. H. his, &c. shall and may peaceably and quietly have, hold, occupy, possess and Peaceable enjoy all and fingular the faid Westerly parcel of ground and buildings enjoymentabove by these presents mentioned and allotted to be belonging unto the faid H. H. from the day of the date hereof, for and during and unto the full end and expiration of so many years of the said term of, &c. as are to come and unexpired, in and by the faid recited indenture of leafe granted as aforefaid, without any manner of let, suit, trouble, denial, eviction, expulsion, forfeiture, recovery or interruption, of or by the faid H. T. his, &c. or of or by any other person or persons lawfully claiming, or which at any time hereafter shall pretend, claim or lawfully demand any estate, right, title or interest of, in or to the same, by, from or under him, them or any of them, or by his or their or any of their affent, confent, right, title, means, fufferance or procurement: And the faid H. H. for, &c. doth covenant, &c. to and with H. H's covethe faid H. T. his, &c. by these presents, in manner and form follow-nant. ing, that is to say, that he the said H. T. his, &c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy all and peaceable lingular the said Easterly parcel of ground and buildings above by these enjoyment. presents mentioned and allotted to be belonging unto the said H T. from the day of the date hereof for and during and unto the full end and expiration of so many years of the said term of, &c. as are to come and unexpired, in and by the faid recited indenture of leafe granted as aforesaid, without any manner of let, suit, trouble, denial, eviction, expulsion, forfeiture, recovery or interruption of or by the said H. H. his, &c. or of or by any other person or persons lawfully claiming, or which at any time hereafter shall pretend, claim or lawfully demand any estate, right, title or interest of, in or to the same, by, from or under him, them or any of them, or by his or their or any of their assent, consent, right, title, means, sufferance or procurement: And further, that he the faid H. H. &c. doth covenant, &c. to and H. H.'s coven with the said H. T. his, &c. by these presents, that he the said H. H. nants. his, Ge. or some of them, at his or their, or some of their own proper costs and charges, shall and will from time to time, and at all times during the faid term, well and fufficiently repair, uphold and maintain Repairs. all that part or portion to him allotted of the faid piece or parcel of ground above mentioned, and thereof shall acquit and discharge the Said H. T. his, &c. And also that he the said H. H. his, &c. shall Rent. Vol. V.

Mending z bridge.

Rent.

H. T.'s covenants.
Repairs.

Money for a well.

Rent.

and will from time to time, and at all times hereafter, during the term of years above mentioned, fatisfy and pay, or cause to be paid unto the faid H. T. his, &c. the yearly rent of, &c. at the four most usual feafts or days of payment in the year, that is to fay, &c. by even and equal portions, for and in respect of his part of the rent reserved in and by the said indenture of lease: And further, that he the said H. H. his, &c. or some of them, shall and will from time to time, and at all times hereafter, during the faid term, pay and discharge a rateable and proportionable half part of all fuch charges and expences as shall be expended, disbursed and laid out in and about the repair, making up and amending of the bridge leading out of L. Lane in the above mentioned premisses: And if it shall happen the said yearly rent of, &c. or any part thereof, to be behind and unpaid, in part or in all, contrary to the form abovefaid, being lawfully demanded, that then, and at all times thereafter, it shall and may be lawful to and for the said H. T. his, &c. or every or any of them, into and upon all that part and portion of the faid parcel of ground above allotted, and appointed to be belonging to the said H. H. and into every part thereof wholly to re-enter, and the same to have, hold and enjoy to his and their own proper use and behoof, and the faid H. H. his, &c. and other occupiers of all the premisses, from thence atterly to expel, put out and amove; this indenture, Ge. notwithstanding: And the said H. T. for himself, his, Ge. doth covenant, &c. to and with the said H. H. his, &c. in manner and form following, viz. That he the faid H. T. his, &c. or some of them, at his and their or some of their own proper costs and charges, shall and will from time to time, and at all times hereafter during the faid term, well and sufficiently repair, uphold, maintain and keep all that part or portion to him allotted of the faid piece or parcel of ground above mentioned, and thereof shall acquit and discharge the said H. H. his, &c. And also that he the said H. T. his, &c. shall and will from time to time, and at all times hereafter during the said term, bear, pay and discharge a rateable and proportionable half part of such charges and expences as shall be disbursed, laid out and expended in and about the repairing and amending of the bridge leading out of, &c. into the above mentioned premisses: And further, that he the said H. T. his, &c. shall and will satisfy and pay, or cause to be paid unto the said H. H. his, &c. the sum of, &c. in lieu and full satisfaction of all such fum and fums of money as the faid H. H. for his part had difburfed, or shall lay out and disburse in and about making and finishing of the well, standing on the East side of the above mentioned parcel of ground: And the faid H T. for himself, &c. doth covenant, &c. to and with the faid H. H. his, &c. by these presents, that he the said H. T. his, &c. shall and will, from time to time, and at all times hereafter, pay or cause to be paid unto the above named dame D. S. her, &c. restgatherers or assigns, the yearly rent of, &c. at the sour most usual feasts or days of payment in every year, or within the time and space of, &c. next ensuing every of the said feast days, by even and equal portions; and if it shall happen the same yearly rent of, &c. to be behind and unpaid, in part or in all, contrary to the form aforefaid, being lawfully demanded; and that the said H. H his, &c. shall not be found in arrearages for non payment of his aforefaid tent of, &c. or any part thereof; that then, and at all times hereafter, it shall and may be law-

ful to and for the faid H. H. his, &c. and every or any of them, into and upon that part or portion of the faid parcel or ground above allotted, and appointed to be belonging unto the faid H. T. and into every part thereof wholly to re-enter, and the fame to have, hold and enjoy, to his and their own proper use and behoof; and the same H. T. his, &c. and all other occupiers of the premisses, from thence utterly to expel, put out and amove; this indenture, &c. notwithstanding: And it is Mutual covecovenanted, granted, concluded and mutually agreed upon by and be- name for tween the said parties, H. T. and H. H. for themselves, their several pre-clection executors and administrators, and either of them, severally for him- in case of felf, his executors and administrators respectively, doth covenant and disposition. grant to and with the other of them, his executors and administrators, by these presents, in manner and form following, viz. That if they the said H. T. and H. H. or either of them, or the, &c. of them, or either of them, shall at any time hereafter be minded to demise, let, or otherwise dispose of or put away their whole estates of their several parts of the faid piece or parcel of ground to them above feverally allotted, or any part thereof, that then he or they, or either of them, his or their, &c. being so minded to put away his or their part of the faid piece or parcel of ground so allotted to them, or either of them, as aforesaid, shall and will give notice in writing of such will or determination to the other of them his, &c. may have the refusal thereof before any other, giving or paying unto him or them, that shall be so minded as aforesaid, so much lawful money of Great Britain, as any other will (bona fide) give or pay for the same. In Witness,

A Deed of Partition of Lands amongst Nephews and Nieces, to prevent Disputes as to their Uncle's Will.

finisher (sister of J. C. late of — deceased) of the first part, names.

W. M. of — gent of the second part, S. M. of — esq; and

A. his wise of the third part, S. M. of — spinisher, of the fourth
part, (which said W. M. A. M. and S. M. are the son and daughters
of S. M. deceased, another sister of the said J. C. deceased P. C. of

spinister, daughter and only child of T C. deceased (late brother
of the said J. C. deceased,) of the fifth part, and C. S. of — esq;
and W. P. of — gent of the fixth part. Whereas, &c. (Recital of Recitals.). C.'s will, by which he devised freehold messuages, &c. to his sister
M. C. and her assigns for life, and after her death between his nepherw
W. M. and his three nieces A. M. S. M. and P. C. their heirs, &c. as
trants in common; and copybold premises to his niece S. M. her heirs,
&c. and 30001. to his fifter M. C. to be disposed of as she should think
sit; appointed his brother-in-law C. S. and W. P. trusses to be aiding to
his

Testator's death.

Seifed of premiffes not devited.

After making will, fold other premiffes.

By the will it appears that his fifter M. C. should have an estate for life in all his messuages, &c. (except that given to 8. M) and that after M. C's death all the pre-miffes should be divided amongst his nephews and micces. Partition agreed upon.

bis fifter M. C. bis executrix, whom he makes refiduary legate): And eubereas the faid testator J C. departed this life in or about the mouth of _____ now last past, and at the time of his death, besides what is particularly devised to his niece the said S. M. and her heirs, as herein before recited, he the faid teltator was feiled of the manors, mellusges, lands, farms, marines, tenements and hereditaments following, to wit, of, &c. all which premisses are herein after granted and released, and more particularly mentioned and described: And eubereas the said testator J. C. after the making of his said will, sold and disposed of and conveyed away, in exchange for other part of the said premises, the effaces herein before mentioned and recited to have been by him the faid J. C. bought of the devices and heirs of the faid D. R. And subcreas by the faid will it appears to be the faid testator's intention, that his lifter M. C. should have an estate for life in all his messuages, &c. whatfoever, which he then had or should any ways descend or come to him at any time before his departure out of this life (except what is so as aforesaid particularly given and devised to his niece the faid S. M. and her heirs) and that after the decease, of the said M. C. all the faid premiffes should go to and be divided among his faid mewhen W. M. and his faid three nieces the faid A. M. S. M. and P. C. and their respective heirs; several parts and parcels of which said mesfuages, lands, tenements and hereditaments, although by the faid testator purchased in the name of the said testator's sister M. C. were yet in trust for the said testator and his heirs, and are so admitted to be by the fuid will; and the faid M. C. is likewise entitled by the said will to 2000 l. as aforefaid, which she had power to dispose of at her death, as the should think fit; And whereus to avoid all disputes concerning the effect and validity of the faid will, or the need of any republication thereof, and in order to make a partition and division of all and every the manors, &c. or which the said testator died seiled or possessed of, unto and among them them the said W. M. A. M. S. M. and P. C. (the nephew and three nieces of the faid restator) and w fettle the same upon them in severalty in such ports and proportions, and in such manner and form as herein after is mentioned; and the said parties to these presents have among themselves, by mutual agreement and confent, elected and chosen the several parts and proportions of the faid estate and estates hereby limited and conveyed to or to the use of him, her, or them respectively, at and for his, her, or their full share and purparty, in and unto and in full recompence and satisfaction of his, her, or their right, title, claim and demand, into and out of all and every the melluages, lands, tenements and bereditaments whatfoever, of which the faid testator J. C. died seised or possessed And the faid M. C. for the general advantage of all parties, buth agreed to join in the conveyances and festlements intended to be made of the said several messuages, &c. for the purposes aforesaid; and to reliaquish her ellate for life or other interest in the same, receiving in lieu and compensation thereof, from the faid W. M. S. M. and A. his wife, S. M. and P. C. respectively, certain annuities or annual payments to be made to her during her life; And whereas for facilitating the tall partition, and in order to make the same with the greater equality, at estimate has been made of the value of all the said messoages, 50 whereof the faid 7. C. was seifed or interested in at his death, situate, u.

Estimate of the testator's estate and value thereof, and shares agreed upon.

Uc, whereby it does appear that the manors, Uc. late of the said ?. C. situate, &c. are valued at - which it is agreed by and between the faid parties to these presents, shall be the share and purparty of the faid P. C. who doth accept the same accordingly, and the several messuages, &c. late of the said J. C. situate, &c. are valued at, &c. which are agreed by and between the faid parties to these presents, to be the purparty and share of him the said W. M. in manner as after mentioned, and the faid W. M. doth accept the same accordingly, and the said messuages, &c. bituate, &c are valued at - which it is agreed by and between the said parties to these presents, shall be the purparty and share of the said S. M. and A. his wife in case he will accept the same, subject to the payment of ---- to the said S. M. in such manner as herein after mentioned; and the said S. M. and A. his wife, do accept the same accordingly; and the said — situate, &c. are valued at — which with the said several sums of — and to be paid to her the said S. by the said W. M. and the said S. M. and A his wife respectively, for owelty of partition, are agreed by and between the said parties to these presents, to be the purparty and share of her the faid S. M. and the faid S. M. doth accept the fame accordingly: Now this Indenture witnesseth, that for the ends, intents and Considerapurposes aforesaid, and for the making a full, perfect and effectual par-tions. tition and division of the said messuages, &c. whereof the said 7. C. died seised, and securing to each of them the said W. M. S. M. and A. his wife, S. M. and P. C. and their respective heirs, the several shares and purparties herein before agreed upon, and by them respectively accepted in manner as aforefald; and that every and each of them may hold and enjoy such his, her and their shares and purparties in severalty to him, her and them, and his, her and their respective heirs and assigns; and for and in consideration of the several sums of 10 s. a-piece, of lawful money to them the faid M. C. W. M S. and A. his wife, S. M. and P. C. in hand paid by the faid C. S. and W. P. at or before the executing of these presents, the receipt whereof is by them respectively acknowledged; and also to the intent that the faid manor, &c. herein after mentioned and intended to be hereby granted and released, shall and may be settled, assured and conveyed to and for the several and respective uses, intents and purposes herein after mentioned, limited and expressed, of and concerning the same; and for divers other good causes, &c. they the said M. C. W. M. S. M. and A. his wife, S. M. (party hereto) and P. C. Have, and each of them Hath granted, bargained, fold, aliened, released and Grant. confirmed, and by these presents Do, and each and every of them Doth grant, &c. unto the said C. S. and W. P. (in their actual possession, &c. made between the said M. C. W. M. S. M. and A. his wife, S. M. (party herto) and P. C. of the one part, and the said C. S. and W. P. of the other part, and executed, &c. and to their heirs and assigns, All that the manor, &c. and also all and singular other the manors, &c. (general words) late of him the said J. C. deceased, or whereof or wherein he the faid J. C. or any person or persons. in trust for him, at the time of his death, was or were seised of any estate of inheritance in possession, reversion, remainder or expectancy, fituate, Sc. together with all and fingular houses, &c. and also all the estate and estates, right, &c. of them the said M. C. W. M. S. M.

Habendum.

Ufcs.

Sums paid to equal the partition, shares and purparties of the premiss.

Covenants.

and A. his wife, S. M. and P. C. any or either of them, of, in, unto or out of the said hereby granted and released manor, &c. by virtue of the said will of the said J C or otherwise howsoever, and also all the deeds, &c. To have and to hold the said manor, &c. and all and fingular other the hereditaments and premisses herein before mentioned and intended to be hereby granted and released, with their and every of their appurtenances, unto them the faid C. S. and W. P. their heirs and assigns; Nevertheless to and for the several and respective uses, estates, intents and purposes herein after patticularly mentioned, limited and expressed of and concerning the same respectively; that is to say, as to, for and concerning All that the said manor, &c. together with all and fingular houses, &c. To the only proper use and behoof of the said P. C. her heirs and assigns for ever; and to and for no other use, trust, intent or purpose whatsoever; And as to, for and concerning all, &c. together with, &c. To the only proper use and behoof of the said W. M. his heirs, &c. And as w, for, touching and concerning All, &c. together with, &c. To the use and behoof of the faid S. M. and his heirs, by the direction and appointment of her the said A. M. that her share and purparty of the Tame premisses should go unto and be vested in him the said S. M. and heirs, he having, previous to the execution of these presents, made an additional provition or fettlement for her in lieu of the estate so limited to him and his heirs; And as for, touching and concerning all, &c. together, &c. To the only proper use and behoof of the said S. M. (party hereto) her heirs and affigns for ever; and to and for no, &c. And this Indenture further witneffeth, that for the equality of the faid partition, he the faid W. M. hath paid unto the faid S. M. (party hereto) the sum of 150 1, the said S. M. hath also paid to the said S. M. (party hereto) the fum of 150 l. at or before the fealing and delivery of these presents, in full satisfaction and discharge of the said several sums of 156 L and 350 L to which their several shares and purparties of the faid premisses were subject for the owelty of the partition as aforesaid; the receipt of the faid several sums of 150 l. and 350 l. the said S. M. doth hereby acknowledge, and thereof, and every part thereof, doth respectively acquit, exonerate and discharge the said W. M. and S. M. and A. his wife respectively, and their respective heirs, executors, administrators and assigns; and the said respective shares and purparties of the faid manors, &c. limited in use to them respectively as aforesaid; And, &c. (Covenant for all the parties to levy a fine, Vide Tit. Cove-And bow it shall enure; that M. C. W. M. S. M. and A. bis wife, have done no all to incumber IP. C.'s shall quietly enjoy; and for further offurance; and the like covenants as the three last before as to the several parts of W.S.M. and A. his swife and S.M.) And whereas the before mentioned feveral allotments and thares or purparties of the faid several lands, &c. are intended to comprehend all the respective lands, &c. whereof the said J. C. was seised, or whereunto he was intitled at the time of his death, situate, &c. whether the same should hereafter appear to be freehold or copyhold, or customary estates which will not pass by deed or otherwise than by surrender; it is hereby mutually agreed and declared by and between the faid parties to these prefents, and each of them the faid M. C. W. M. S. M. and P. C. for themselves severally and respectively, and for their several and respective

respective heirs and assigns, Do, and each of them Doth mutually and reciprocally covenant, promise and agree, to and with each other, and to and with the heirs and affigns of each other, by these presents, that, Uc. (Covenant to surrender the faid copybold lands): Provided always, and it is hereby further agreed and declared by and between all the parties to these presents, and each and every of them the said M. C. &c. for themselves severally and respectively, and not jointly one for the other of them, and for their several and respective heirs and assigns, Do, and each of them Doth covenant, promile, grant and agree, to and with the heirs and assigns of each other severally and respectively, by these presents, that, &c. Covenant) any thing herein contained to the contrary thereof in any wife notwithstanding: And this Indenture Legacy to be further witnesseth, that the said M. C. not having been yet paid or satis raised out of fied the said legacy of 3000/. herein before mentioned to be given unto the personal her, by the said last will and testament of the said J. C. is desirous estate. that the same should be raised, paid and satisfied in manner hereaster expressed; and for the consideration aforesaid Hath, and by these prefents doth direct and appoint the faid legacy of 3000 l. or so much thereof as shall remain unsatisfied at the time of her decease, shall be raised by and out of the personal estate of the said \mathcal{F} C. which shall remain after his debts, funeral and other legacies shall be fully paid; and when raised, shall be paid unto them the said W. M. S. M. and P. C. and their respective executors or administrators in equal proportions, share and share alike: Provided always, that such part of the faid legacy of 3000 l. as cannot be raifed out of such remaining personal estate of the said J. C. in manner as aforesaid, shall not affect the faid tellator J. C.'s real estate, but shall and is hereby declared by the faid M. C. to be absolutely released and discharged; Provided also, that no part of the faid legacy of 3000 & shall in any wise hinder or obstruct the full payment and discharge of all the debts, and all other the legacies specified and given by the said testator, in and by his said last will and testament, but shall only be and remain a charge upon and payable out of the testator's personal estate, after all his debts and funeral expences, and other legacies, shall be fully satisfied and discharged, In Witness, &c.

Another in a different Form.

RTICLES of Agreement, &c. indented, &c. Between T. B. of, $oldsymbol{U}_{c}$. (only for of E. B. of. $oldsymbol{U}_{c}$.) of the one part, and P. B. of, Ge spinster, (only daughter of the said E. B. of the other part.) Whereas, T. L. Sc. (Recital of the will): And whereas the faid T. B. and P. B. parties hereto, are the only children of the faid E. B. and both of them have attained their respective ages of 21 years, that is to fay, the faid T. B is of the age of - and upwards, and the faid P. B. is of the age of - and upwards: And whereas the faid M. L.

the late wife of the faid T. L. and the faid P. B. (one of his nieces) being both dead, the the faid B. B. (the other of his faid nieces) by virtue of the said recited will of the said T. L. is now invited to receive and take the rents and profits of the faid freehold meffuages, lands, tenements and hereditaments, fituate in the parishes of N. S. B. and C. in the counties of B. and H. aforefaid, as also in the said parishes of M. A. and C. during her natural life; with remainder after the death of the faid E. B. as to the faid lands in the counties of H. and B. to her children the said T. B. and P. B. or such of them as shall be living at the death of her the faid E. his her or their heirs, by virtue of which faid will of the said T. L. they the said T. B. and P. B. in case they should both furvive the faid E. B. will immediately after her death be intitled in equal moieties to them and their heirs, of and in all and ingular the said last mentioned freehold messuages, lands, hereditaments and premisses, with their appurtenances: And whereas they the faid T. B. and P. B. having attained such age as aforesaid, are by virtue of the said will of the said P. C. immediately after the death of the said E. B. intitled under the trusts therein created to the equitable interest of and in the faid two leafehold melluages or tenements, cum pertinentiis, fituate at the West end of St. P.'s London, late in the occupation of the faid A. W. and T. S. and now of J. W. and W. S. for the refidue of the terms of years therein mentioned, and for and during all fuch further terms of years as shall be renewed therein; and also they the said T. B. and P. B. having attained such ages as aforesaid, they or such of them as shall survive the said E. B. their mother, are by virtue of the before recited will of the faid T. L. immediately after the death of the said E. B. intitled to one third part of his personal estate by him thereby devised upon the trusts aforesaid; and whereof she the said E. B. a only to have the interest and produce during her life as aforesaid, to be equally divided between them the faid T. and P. B. if both of them should be then living; and likewise they the said T. and P. B. having = rained such age as aforesaid, are by virtue of the said will of the said P. C. immediately after the death of the said E. B. in case they sorvive here intitled to one third part of her personal estate thereby devised in trust as aforefaid, and whereof the the faid E. B. is to have and enjoy the interest and produce during her life as asoresaid; the same to be equally divided between them the said T. and P. B. And whereas they the faid T. B. and P. B. have mutually and reciprocally agreed, that no benefit of furvivorship or advantage whatsoever shall be had or taken by either of them, for or by reason of the contingency of either of them dying in the life-time of the faid E. their mother of, in or to the faid freehold or leasehold premisses, or to any or either of the personal eftates aforefaid: And whereas it is judged most beneficial for each of them the said T. B. and P. B. parties hereto, that such estate and intetest in all the said premisses and personal estate, should be parted and partaken in equal shares and moieties, that the same may be a certain abatement for them respectively, in case it shall happen that one of them only should survive the faid mother, and that the faid freehold and leafe hold premisses, as also the said third part of the personal estate of the said T. L. and the said third part of the personal estate of the said P. C. so demised in trust as asoresaid, and wherein she the said E. B. is interefled for her life in manner aforesaid, shall and may from the time of

ber death be equally divided and severally accrue to, and be held and separately enjoyed, received and taken in moieties or equal parts and shares, immediately from and after the death of the faid E. between them the faid T. B. and P. B. and by his and her respective heirs, executors, administrators and assigns, in case of his or her decease in the life-time of the faid E. B. in the right of him or her so dying before the other of them, free and discharged of and from all right, title and claim of fuch of them the faid T. B. and P. B. as shall survive the other, in such manner as herein is for that purpose mentioned and expressed: Now, &c. That in pursuance and part performance of the said recited agreement, and for obviating all doubts and disputes which may or might arise concerning the interest or estate, which they the said T. B. and P. B. or either them, have or ought to have in the faid real or personal estate, and to the end, intent and purpose, that a full, persect and absolute equal division may be had and made between them the said T. B. and P. B. and their respective heirs, executors and administrators, from the time of the death of the faid B B. as well of all and fingular the faid freehold and leafehold premiffes, as the faid perfonal chares, to bold to each of them, their and each of their executors or administrators, from thenceforth as tenants in common and not as jointtenants: and in confideration of the covenant of her the faid P. B. herein after contained, for her conveying and alligning unto the said T. B. or as he, (if living) or his heirs, executors or administrators, in case he be dead, shall direct or appoint, of one moiety of the same freehold and leasehold premisses, and one equal half-part or share of all such the said personal estates, in manner as herein after is expressed; and also in con-Ederation of the love and affection which he the faid T. F. hath for and beareth to his faster the said P. B. and for her better present advancement and more certain provision, in case he shall happen to survive the faid E. B. and the faid P. shall die before her, and for divers other good causes and confiderations him thereunto especially moving, He the said T. B. for himself, his heirs, executors and administrators, and for every of them, Deth covenant, promife and agree to and with the faid P. B. her heirs, executors, administrators and assigns, by these presents, in manner and form following, (that is to fay) that in case of the death of her the faid P. B. before the faid E. B. and that he the faid T. B. shall survive and outlive the said B. B. and P. B then and in such case neither he the faid T. B. or his heirs, executors or administrators, shall at any time hereafter have, take, demand or claim any benefit or advantage what soever of survivorship, of, in or to the said several freehold and leafehold premiffes, and perforal effects, or any part or parcel thereof, by virtue of the faid recited wills, or either of them, or any conftruction thereof to be made either in law or equity, or otherwise howsoever; And also, that if he the said T. B. be living at the death of the said E. B. he the said T. B. his heirs, executors or administrators, shall and will within three kalendar months after the death of her the said E. B. (at the request, cost and charges, of the said P. B. her heirs, executors, administrators or affigus, as by her or their counsel learned in the law shall be reasonably advised or required) by good and sufficient conveyances and affurances in the law, be the same by fine or recovery or otherwise, and to be by him or them duly executed, levied and fuffered, well and fufficiently grant, convey, affure and confirm unto and to the use of the Gid faid P. B. if living, or to her heirs and affigus, if the be dead, or to fuch other person or persons, and his and their heirs, and to and for such uses, trults, estates, intents and purposes, to commence and take effect from the time of the death of the faid E. B. in such manner as the the Said P. B. or her heirs shall direct, limit or appoint, free from all charges and incumbrances whatfoever, to be by him the faid T. B. in the mean time made, done, committed or suffered, of one undivided moiety or half-part of all and fingular the faid freehold meffuages, lands, tenements and hereditaments, cum pertinentiis, lituate, lying and being in the said several parishes of, &c and also all the estate, &c in trust for him or them, of, into or out of the faid undivided moiety or half-part thereof; And further, that he the faid T. B. in case he shall survive the faid E. B. or his executors or administrators, within the time aforesaid shall and will at the like charge of the said P. B. her executors or admifirstors, by some proper deed or deeds in writing to be by him or them also duly executed, well and sufficiently bargain, sell, assign, transfer and fet over unto the faid P. B. (if living) in case she shall be dead, then to her executors, administrators and assigns, free from all incumbrances by him or them done, committed or fuffered, as well one full moiety or half-part of all the faid leafehold premisses, with their respective appurtenances, as the same late were in the several occupations of the faid A. W. and T. S. and now of J. W. and W. S. or of their respective undertenants or assigns, as also one full moiety or half-part of all that the herein before mentioned third part of the personal estate, late of the faid T. L. and one full moiety of all that the third part of the personal eftate of the faid P. C. by the faid several recited wills respectively devised and given, or mentioned or intended so to be, in trust for them the faid T. B. and P B. after the decease of the said E. B as aforesaid; And also all the estate, right, title, interest, term of years to come and unexpired, benefit of renewal, property, claim and demand whatforer, both in law and equity of him the faid T. B. his executors or adminifirators, of, in and to fuch moieties or half-parts; And also shall and will within the faid space of three months after the death of the faid L B, at the like costs and charges of the said P. B. her executors or administrators, cause and procure the trustees in the said respective wilk named, or the survivor of them respectively, or his or their proper representative, to assign, transfer and set over, all the right, title, trust or interest of such trustee or trustees, of, in or to a moiety or half-part of the said leasehold, and of all other the said personal estates, and every or any other part thereof, unto the faid P. B. if living, or her executors or administrators, if she be then dead, upon her or their request; To have and to bold such moiety of the said leasehold premisses unto the faid P. B. if living, or to her executors, administrators and affigus, it she be dead, from the time of the death of the faid E. B. for and during all fuch term or terms of years, as shall be in being or then to come, of and in the same premisses, and also for and during all such further term or terms of years as shall or may be granted or renewed therein: Subject newertheless to the payment of one moiety of the yearly ground sent in and by the original indenture of leafe of the same premisses referved, and also to the performance of the several covenants, conditions and agreements in the faid original leafe contained, as far asyconceres her hereby intended to be granted part or share of the said premises;

And to have, hold, receive, take and enjoy the faid moiety or half part of the faid respective third parts of the said personal estates of the faid T. L. and P. C. from the time of the death of the faid E. Beaunto and to and for the only use and benefit of her the said P. B. if living, or of her executors, administrators and assigns, if she be dead; And the faid T. B. done no T. B. doth hereby for himself, his heirs, executors and administrators, act to incumber covenant, promise and agree to and with the said P B. her heirs, exe-premisses. cutors, administrators and assigns, that he the said T. B. hath not at any time heretofore made, done or committed, or wittingly or willingly fuffered any act, matter or thing whatfoever, whereby or by means whereof the faid premisses or any part thereof, is, arc, can, shall or may be any ways impeached, charged or incumbered, in title, charge, estate or otherwise howsoever; and that, until such several conveyances, assignments or affurances shall be had, made or executed, for confirming such intended division of the said real and personal estates, she the said P. B. her heirs, executors, administrators and assigns, shall and may peaceably Enjoyment till and quietly have, hold, enjoy, renew and take to her and their own use, concluded. immediately from and after the death of the faid E. one full moiety or half-part of the faid freehold, leafehold and personal estates, in as full and beneficial manner, as if such conveyances and assurances had been actually made, without the let, fuit, trouble or interruption of him the faid T. B. or any person or persons claiming or to claim, by, from or under him: And these Presents further witness, that in pursuance and full performance of the faid recited agreement, upon the confiderations, and for the ends, intents and purposes aforesaid, and also in consideration of the covenant of him the said T. B. herein before contained, and of the love and affection which she the faid P. B. bath for and beareth to her brother the said T. B. and for his more certain provision in case she only should happen to survive her said mother, and for divers other good causes and considerations her thereunto especially moving, she the said P. B. for herfelf, her heirs, executors and administrators, and for every of them, doth covenant, promise and agree to and with the said T. B. his heirs, executors, administrators and assigns, by these presents, in manner and form following, (that is to say) that in case of the death of him the faid T. B. before the faid E. B. and that she the said P. B. shall survive and outlive the said E. B. and T. B. then and in such case neither the the faid P. B. or her heirs, executors or administrators, shall at any time have, take, demand or claim any benefit or advantage whatfoever of furvivorship, of, in or to the said several freehold and leasehold premisses and personal estate, or any part or parcel thereof, by virtue of the said recited wills or either of them, or by any construction thereof in law or equity, or otherwise howsoever; and also that if she the said P. B. be living at the death of the faid E. B. she the faid P. B. her heirs, executors or administrators, shall and will within three kalendar months after the death of the faid E. B (at the request, costs and charges of the faid T. B. his heirs, executors, administrators or assigns, as by his or their counsel learned in the law shall be reasonably advised or required) by good and fufficient conveyances and affurances in the law, be the fame by fine, recovery or otherwise, and to be by her or them duly executed, levied and suffered well and sufficiently grant, convey, assure and confirm, unto and to the use of the said T. B. it living, or to his heirs and assigns if he be dead, or to such other person or persons, and to his and

their heirs, and to and for such uses, trusts, estates, intents, &c. (a before): And for the due and true performance of all the covenants, grants, makers and things herein contained, the said T. B. doth hind himself, his heirs, executors and administrators, in the sum of 5000 l. of lawful money of Great Britain, to be paid to the said P. B. her executors or administrators, at the end of six months next after the day of the death of the said E. B. And also the said P. B. doth hind herself, her executors and administrators, in the like sum of 5000 l. of like swell money to be paid to the said T. B. his executors or administrators, at the end of six months next after the day of the death of the said E. B. In Witness, &c.

I have perufed, fettled and approve the articles above written, which is the only method to answer the intent of both the parties, provided the contingency take effect,

F. C.

An Indenture of Partition of Lands between Jointenants and Coparturs in Gavel kind, &c.

HIS Indenture, &c. Between G. M. of, Ge. of the one put, and H. M. of, &c. of the other part, Witnesseth, That coherens one T. M. late of R. aforesaid, deceased, brother of them the said G. and H. by his last will and testament in writing, bearing date, &c. did, amongst other things concerning the disposing of his lands and tenements, devise and bequeath unto B. M. son of him the said T. M. all those his lands and tenements in R. aforesaid, which were sometime the lands of T. K. the grandfather of him the faid T. To bave and to bold all the faid lands and tenements, with all and fingular the appointnances, to the faid E. M. and to his heirs for ever, when he should come to the age of, Ge, and the faid T. H. did by the same his last will and testament further will, that if his said son did fortune to die before he came to his age of, &c. that then his said will and mind was that all those his said lands and tenements should remain up to them the above named G. M. and H. M. his brothers, parties to these presents, to be had and held unto them the faid G. and H. and their heirs for ever, as in and by the faid last will and testament of him the faid T. M. more plainly and at large it doth and may appear. And whereas the faid E. M. fon of the faid T. fince the faid time, and before his faid age of, Uc. departed this life without heir of his body, by reason whereof, they the faid G. and H. have, according to the faid last will and testament of him the faid T. M. entered into the faid premisses unto them devised, * aforefaid, and by virtue of the faid last will and testament, now are and stand jointly, as jointenants, seised thereof in their demesse as of see: And whereas also they the said G. and H. are seised in see as co-parthers in gavelkind of other mefluages, lands and tenements, &c. Now therefore to the end and intent, that a perfect partition may be had and made between them the faid G. M. and H. M. of all and fingular the faid mediance,

meffuages, lands, tenements and hereditaments, to them devifed or descended as aforesaid; and that every of them, their and every of their heirs and assigns, may from henceforth severally have and enjoy in severalty, without any impeachment or disturbance of the other of them, his or their heirs or assigns, his and their part and portion of the said messuages to them bequeathed or descended, as aforesaid, they the said G. M. and H. M. by their own mutual consent and agreement, and by the modiation of certain friends, indifferently elected and chosen between them, Have made partition and division, and Do by these presents for them, their heirs and assigns, make partition and divide the said mesfuages, &c. to them bequeathed or descended as aforesaid, in manner and form as hereafter is mentioned; that is to fay, first, he the faid G. M. shall have for his part and portion of the said messuages, &c. to them the said G and H. bequeathed or descended, as aforesaid, one messuage, Un and the appurtenances, together with one, Uc. containing in the whole, by estimation, &c. whether more or less thereof there be situate, Uc. To have and to bold the said messuages, Uc. and other the said premiffes, with their appurtenances, unto him the faid G. M. his heirs and affigns for ever, in severalty, and divided from the part and portion of the faid H. M. his beirs and assigns; And he the said H. M. shall have for his part and portion of the faid meffuages, &c. to them the faid &. and H. bequeathed or descended as aforesaid, these several messuages, &c. following, that is to say, &c. (mentioning the particulars) To bave, &c. the said messuages, &c. unto him the said H. M his heirs and aligne. in severalty and divided from the part and portion of the said G. M. as aforesaid. (Cross covenants for quiet enjoyment).

An Indenture of Partition between three Jointenants.

NHIS Indenture, of three parts, made, Gr. Between M. G. of, Ge. of the first part, G C. of, Ge. of the second part, and T. Reckel C. of, Sc. of the third part. Whereas H. B. and A. S. of L. gont. by their indenture under their hands and feals, and enrolled in his majesty's high court of chancery, bearing date, &c. for the considerations therein specified, did grant, bargain, sell and confirm unto the said M. G. G. C. and T. C. and their heirs and assigns, all those tithes of corn. grain and bay, to the rectory of L. in the faid county of δ . belonging and appertaining, then late before to the late dissolved priory of St. L. in the faid county of S. belonging, and late parcel of the possessions thereof, and all and fingular houses, edifices, barns, stables, dovehoules, gardens, orchards, lands, tenements, meadows, feedings, paltures, commons, woods, underwoods, glebe-lands, tithes of corn, hay and grain, wool, lambs, geefe, and other tithes and tenths whatfoever, as well great and small, as also all oblations, obventions, fruits, profits, commodities, advantages, emoluments and hereditaments whatforer, with the appurtenances, of whatfoever kind or fort the same be, sixuate. lying, being, growing, increasing or renewing within the towns, fields, places, patifies or himlets aforelaid, or in any of them, and the reverException.

Partition.

fion and reversions thereof, as fully, freely and wholly, and in as large and ample manner, as her late majesty queen Anne, or any other her predecessors, kings or queens of England, did by letters patent under the great seal, Uc. give or grant the said premisses unto the said H. B. A. S. &c. (Always excepted and referred out of the faid grant all advowfons, donations, free dispositions and right of patronage of churches, vicarages, and all other ecclefialtical benefices whatfoever, to the premiffes belonging or appertaining); To have and to hold to the faid M. G. G. C. and T. C. their heirs and affigus, to the use and behoof of the said M. G. G. C. and T. C, their heirs and assigns for ever, as by the faid recited indenture more at large appeareth; by virtue of which faid grant or conveyance, the faid M. G. G. C. and T. C. are now jointly seised in possession in their demesne as of see, of and in the said glebe-land, tithes, tenths, tenements and hereditaments, and all other the premisses, herein before mentioned to be to them granted and conveyed: Now this Indenture witneffeth, that the faid M. G. G C. and T. C. Do by these presents make a full, perfect and absolute partition of the faid glebe lands, tithes, tenths, and other the premisses aforesid, to and amongst them the said M. G. G. C. and T. C. in three parts, to be divided in manner and form following; that is to fay, that the faid M. G. his heirs and assigns, shall have and enjoy, to the only use and behoof of him the faid M. G. his heirs and affigns for ever, the moiety or one half of all the faid glebe-lands, houses, buildings, tenements, eithes, profits, commodities and hereditaments whatfoever, with the appurtenances, fituate, lying, being, coming, renewing or increasing of or in the town or hamlet of B. aforesaid to the said rectory of L. now or at any time heretofore in any wife belonging, used, occupied, or reputed or taken as part or parcel thereof, in B. aforesaid, for the full part, purparty and portion of the faid M. G. of, in, and to all and every the premisses herein before mentioned to be granted to the said M. G. G. C. and T. C. And the faid T. C. his heirs and assigns, shall have, hold, occupy and enjoy to him the said T. his heirs and assigns, to the only use and behoof of him the said T. his heirs and assigns for ever, the other moiety or one half of all those glebe-lands houses, buildings, tenements, tithes, tenths, profits, commodities and hereditaments whatfoever, with the appurtenances, fituate, lying and being, coming, renewing or increasing, of, or in the town or hamlet of B. aforesaid, to the faid rectory of L. now or at any time heretofore in any wife belonging, used or occupied, or reputed or taken as part or parcel thereof is B. aforesaid for the full part, purparty or portion of the said T. C. of in and to all and every the premisses herein before mentioned to be granted to the said M. C. G. C. and T. C. And that the said G. C. his heirs and assigns, shall have, hold, occupy and enjoy to him the said G. his heirs and assigns, to the only use and behoof of him the said G. his heirs and alligns for ever, all these glebe-lands, tithes, tenths, boules, buildings, profits, commodities, tenements and hereditaments whatfoever, with the appurtenances, fituate, lying, coming, renewing, or increating, of or in the town or hamlet of L. aforefaid, to the rectory of L. now, or at any time heretofore in any wife belonging, used or occupied, or reputed or taken as part or parcel thereof in L. aforesaid, for the full part, purparty and portion of the said G. C. of, in and to all and every the premisses herein before mentioned to be granted to the

faid M. C. G. C. and T. And the faid T. C. and G. C. Do by these Releases from presents give, grant, assign, release, and confirm to the said M. C. and one to the his heirs, the faid moiety, or one half of the faid premisses in B. afore- other. faid, and all the estate, right, title and interest, which the faid G. and T. Have, or either of them Hath, or may or ought to have, of, in or to the faid one moiety, or one half of all and every the premisses in B. aforesaid. To bave and to bold, to the said M. C. his heirs and affigns, to the only use and behoof of the said M. C. his heirs and assigns for ever: And the faid M. C. and G. C. Do by these presents give. grant, assign, release and confirm to the said T. C. and his heirs, the said other moiety, or one half of the premisses in B aforesaid, and all the estate, right, title and interest, which the said M. and G. have or either of them hath or may or ought to have, in or to the faid other moiety. or one half, of all and every the premisses in B. aforesaid; To have and to bold to the said T. C. his heirs and assigns, to the only use and behoof of the faid T. C. his heirs and assigns for ever; And the said M. C. and T. C. Do by these presents give, grant, assign, release and confirm to the said G. C. and his beirs, All and every the premisses in L. aforesaid, and all the estate, right, title and interest, which the said M. and T. have or either of them hath or may or ought to have, of, in Covenants or to the said premisses in L. aforesaid; To have and to hold to the said from each to G. C. his heirs and affigns, to the only use and behoof of the said G. other, for C. his heirs and affigns for ever: And the said G. C. by himself, for quiet enjoyhim, his heirs, executors, administrators and assigns, and the said T. C. by himself, for him, his heirs, executors, administrators and assigns severally and respectively, and not jointly, Do covenant, promise and grant, to and with the said M. C. his heirs and assigns, by these presents, that he the said M. C. his heirs and assigns, shall or may, from henceforth for ever, well and peaceably have, hold, occupy, possess and enjoy the faid one moiety, or one half, of all and every the faid premisses in B. aforesaid herein before limited, assigned and granted, for the part and purparty and portion of the faid M. free, clear and discharged of and from all other estates, rights, titles, interest, charges and incumbrances whatfoever, had, made, caused, or willingly suffered, of or by the faid G. C. or T. C. or either of them, their or either of their heirs or assigns, and without any let, trouble, suit, entry, disturbance or interruption of the faid G. and T. or either of them, their or either of their heirs or affigns, or any of them, or of any other person or persons lawfully claiming by, from or under them or any of them; And the faid M. C. by himself, for him, his heirs, executors, administrators and assigns, and the said G. C. by himself, for him, his heirs, executors, administrators and affigns, severally and respectively, and not jointly, do covenant, promise and grant to and with the said T. C. his heirs and assigns, by these presents, that he the said T. C. his heirs and affigus, shall or may from henceforth for ever, well, peaceably, and quietly have, hold, occupy, and enjoy the faid other moiety, or one half, of all and every the premisses in B. aforesaid herein before limited, affigned and granted, for the part, purparty and portion of the faid T. C. free, clear, and discharged, of and from all other estates, rights, titles, interests, charges and incumbrances whatsoever, had, made, canted, or willingly suffered, or hereafter to be had, made, caused, or willingly suffered, of or by the said M. C. and G. C. or either of them, their or either of their heirs and assigns, and without any let, trouble,

fait, entry, disturbance or interruption of the said M. and G. C. or either of them, their or either of their heirs and assigns, or any of them, or of any other person or persons lawfully claiming by, from or under them, or any of them.

The like Covenant from M. and T. C. that G. C. shall bold the glebe-lands and tithes in L. affigned for his part and purparty.

An Indenture Quadripartite for a Partition by Lot.

🞙 HIS Indenture, made, &c. Witneffeth, that whereas the manon, lands, tenements and hereditaments of Sir 7. D. Knt. deceased, contained and specified in certain schedules quadripartite indented, unto these presents annexed, are descended and come in possession, reversion, or otherwise, unto K. now wife of the faid H. L. son and heir apparent unto W. L. esq; and to A. now wife of F. M. esq; and to M. now wife of T. G. elq; and to F. now wife of J. H. the younger, gest for of J. H. the elder, esq; And whereas the said H. L. and K. his wife, F M. and A. his wife, are now feifed in possession and reversion in the right of the faid K. A. M. and F. of one estate or estates of inheritance, part in possession and part in reversion, no severance being yet thereof had or made: The faid H. L. for him, his heirs, executors and administrators, for the part of him the said H. L. and K. his wife, and their heirs; the faid J. H. the younger, for him, his beirs, executors and administrators, for the part of him the said J. H. and F. his wife, and their heirs; the faid F. M. for him, his heirs, executors and administrators, for the part of himself, and the said A. his wife, and their heirs; and the faid J. G. for him, his heirs, executors and admi-Arators, for the part of him and M. his wife, and their heirs, that is to fay every of the faid parties severally for themselves, their heirs, cutors and administrators only, and not jointly, do covenant, agree, conclude and grant feverally, to and with every of the other parties, their heirs, executors, administrators and assigns, by these presents, in manner and form following, that is to fay, That the faid manors, lands, tenements and hereditaments, as well in possession as reversion, by for fuch feveral portions as they be now fet out in the four feveral schedules quadripartite, shall, within two days next ensuing the sealing and desvery hereof, be put by them in several scrolls in writing, that is to say, in every scroll one of the four portions and parts shall be inclosed in few feveral balls of wax, so that no part of the said scrolls may be seen and that the same four balls of wax shall be after put in a cap or hat and there shuffled together, and that then within the said two days they shall agree upon some indifferent man or child, and cause him to put his had into the faid cap or hat at adventure, the faid cap or hat being closed, and to take first one ball of wax alone, and deliver it to the said H. L. or the said W. L. his father, or to some other, for the said H. L. and K. his wife; and after to take out another ball of wax alone and deliver a to the faid F. M. for the faid F. and A. his wife; and after to take of

another of the faid balls of wax alone, and deliver it to the said T. G. for the faid T. and M. his wife; and after to take out the fourth ball of wax, and deliver it to the faid J. H. the younger, and F. his wife; and immediately after such delivery, every of them that shall so receive fuch balls of wax, or his attorney or deputy, shall forthwith open the same balls of wax, and cause or fusier the scroll therein contained to be read and openly declared among them, and that the same shall stand and remain as a full and perfect partition and severance among and between the faid co-partners of all the faid manors, lands, tenements and hereditaments; and that after such partition and allotment made, the said H. and K. his wife and heirs, the said F. and A. his wife, and their heirs, the faid H the younger, and F, his wife, and their heirs, and the faid T. G. and M. his wife, and their heirs, shall stand and agree to the said partition and allotment, and to all things contained and specified in the said schedules quadripartite, indented, according to the true intent and meaning written in the same schedules, and in these indentures, and hall permit and fuffer the same to stand, remain and abide in its full strength and force for ever. And further, the said H. L. for him, Mutual covehis heirs and executors for the part of him the said H. and K. his nants for furwife and their heirs; the said J. H. the elder, his heirs and exe-ther assurance, cutors, for the part of the said J. H. the younger, and F. his wife, and their heirs; and the said F. M. his heirs and executors, for him and the said M. his wife; that is to say, that every of the faid parties severally, by and for themselves, and their heirs and executors only, doth covenant and grant to and with every of the other faid parties severally, their heirs and executors only, that every of the faid parties, his wife and heirs, for whom he or any of them covenanteth and granteth, to and with the other, by these presents, shall, for and by the space of seven years next, &c. as far as the law will permit and fuffer, at the reasonable request and costs and charges in the law, and otherwise, of such the said parties as shall desire the same, do, acknowledge or fuffer to be done, all and every fuch reasonable and further act and acts, thing and things, be it by fine; recovery, deed or deeds, or otherwise, as shall by such party or parties, or their counsel learned, be reasonably devised or advised, for the better and more perfeet affurance of the said several portions, allotments and things in the faid schedules quadripartite indented and contained, according to the true intent and meaning of all the faid parties; And that every of the faid parties, their heirs and affigns, shall or may, for ever hereafter, have, held, occupy and enjoy their faid feveral portions and allotments acquitted and discharged, or otherwise sufficiently saved harmless, &c. And that the faid co-partners and their husbands, their heirs and assigns, shall permit and suffer every of the other co-partners their husbands, and their hoirs and affigns, to have and keep all fuch evidences, deeds and writings, as concern such manors, lands and tenements, as are to them severally allotted, as aforesaid, alone, and true copies of all other deeds, evidences and writings, as do concern the same manors, lands and tepernents; the fame to be occupied and written out at the costs and charges of such as shall defire the same. And whereas R. N. gent. That all the cohath an annuity or yearly rent of 20 l. going out of the premifies for partners shall the term of his natural life, it is covenanted and agreed by all the faid out of their Vol. V. co-partners, parts. Aar

co-partners, that each of them shall pay to the said R. N. yearly the sum of 5 /. at such time and place as it hath heretofore been used and accortomed to be paid. And it is further agreed by and between the faid parties, that if it shall hereafter happen, that any of the manors, lands or tenements, of any of the faid four portions allotted, as aforefaid, unto any of the said co-partners, shall by due order and course of law or equity, without fraud or covin, be recovered, and lawfully evicted, so that it cannot be held and enjoyed according to the said partition and the true intent of all the faid co-partners and their husbands, that then and in such case the rest of the said co-partners, and their heirs and asfigns, shall and will recompense and satisfy, at their equal costs and charges, unto the party so evicted, so much as the value of the land so That the wood evicted shall amount unto: And that all the woods and under-woods now standing, being, and growing upon the premisses, or any part thereof, shall be severed and equally divided amongst the said co-partners and their hulbands before the feast of P. next coming after the date hereof; and that it shall be lawful to and for the said co-partners, their heirs and assigns, to have free ingress, egress and regress, in and to all the lands before mentioned to be divided and severed, and every or any part or parcel thereof, where any of the woods do grow, (and through which they must be carried therefrom) and to fell, cut down, and carry away so much thereof as shall be severally allotted unto any of them.-In Witness, &c.

shall be secured, &c.

An Indenture of Partition to be made between Co-beirs of Houses, &c.

The partition.

HIS Indenture, made, &c. Between, &c. Witneffeth, that it is covenanted, granted and agreed, by and between the faid parties, for a partition between them to be had and made of five meffuages, Uc. of the said A. B. as daughters and heirs of the said A. B. And first it is covenanted and granted, by and between the said parties, And the said J. M. and C. his wife, for them and the heirs of the said C. de covenant and grant to and with the faid T. S. and E. his wife, and the heirs and assigns of the said E. that the said T. S. and E. in the right of the said E. and the heirs and assigns of the same E. shall have, hold and enjoy to the said T. S. and E. in the right of the said E. in secralty for ever, one messuage or tenement, &c. and that other messuage 'or tenement, situate, &c. in as large and ample manner and form, as the faid, &c. now have, hold, occupy and enjoy the same, in full recompence and allowance of and for all the part and purparty that to the faid E. appertaineth, or of right ought to appertain and belong, of all the said sive messuages, &c. by and after the decease of the said A. B. as one of the daughters and heirs of the faid A. B. And the faid T. S. and E. for them, and the heirs and assigns of the said E. do by these prefents covenant and grant, to and with the faid J. M. and C. and the heirs and assigns of the said C. that the said T. S. and E. in the right of the faid E. and the heirs and assigns of the said E. shall and will accept and take the faid three meffuzges, &c. in full recompence and allowance of and for the part, purparty and portion of all the faid five metfuages,

suages, &c. to the said F. from and after the decease of the said A. B. as one of the daughters and heirs of the said A. B. belonging or appertaining. And the said 7. M. and C. in the right of the said C. and the heirs and assigns of the said C. shall have, hold, occupy and enjoy to the said J. M. and C. in the right of the said C. and the heirs and assigns of the said C. in severalty for ever, the said two messuages, &c. in as large and ample manner and form, as the faid J. M. and C. now have, hold, occupy and enjoy the fame, in full recompence and allowance of and for the faid part, purparty or portion that to the faid C. appertaineth, or of right ought to appertain or belong, of all the faid five messuages, by and after the decease of the said A. B. as one of the daughters and heirs of the faid A. B. And the faid J. M. and C. for them and the heirs and assigns of the said C. do by these presents covenant and grant, to and with the faid T. S. and E. and the heirs of the faid E, that he the faid J. M. and C. in the right of the faid C. and the heirs and assigns of the said C. shall and will accept and take the said. two meffuages, in the tenures of, &c. in full recompence and allowance of and for her part, purparty and portion of all the faid five meffuages, Uc. to the said J M. and C. by and after the death of the said A. B. as one of the daughters and heirs of the faid A. B. belonging or appertaining: And for and in confideration that the faid melfuages to the faid J. M. and C. in form aforesaid allotted, be of better value than the said messuages to the said T. S. and E. in form aforesaid allotted, the said 7. M. and C. for them, their heirs, executors and administrators, do covenant and grant, to and with the said T. S. and E. their executors and administrators, that they the said J. M. and C. their heirs, executors and administrators, shall well and truly pay, or cause to be paid, to the faid T. S. and E. their executors or administrators, the sum of, Uc. And it is also covenanted, granted and agreed between the said parties, and each of the faid parties do covenant, grant and agree, for them, and their heirs and assigns, by these presents, to and with the other of them, their heirs and assigns, that it shall and may be lawful to and for either of the said parties, their heirs and affigns, from time to time, and at all times needful, to enter into any parcel of the part and purparty of the other, for the repairing, amending and doing of any thing necessary for the maintenance and preservation of the tenements aforesaid, to them severally allotted and appointed by these presents, and that neither of the said parties, their heirs or assigns, at any time hereafter, shall make any new building, or do any other thing, in any part or parcel of the part and purparty of either of them, that shall or may stop, impair or hinder the light, gutters or kennels of the part or purparty of the other of them. In Witness, &c.

A Partition or Division of Land between the Owners thereof in Feesimple.

HIS Industrie, &c. Between A. W. fon of W. W. late of L. barts deceafed, of the one part, and C. W. esq. and M. of J. of the other part. Whereas by an act of parliament made in the first year of the late reign of our sovereign lord Edward the 6th, late king A a a 2

of England, intitled, An all for diffoling and determining of diver chantries, colleges, guilds and fraternities; amongst other there did come to the possession of the said late king, all those two messuages and tenements, shops, cellars, solars, yards, chambers, &c. then in the tenue, &c. situate in the parish of St. Peter, &c. in the city of L. asoresaid; And whereas the faid late king Edward 6. by his letters patent, made under the great seal of England, and bearing date, &c. amongst other things did give and grant the faid two meffuages, and other the premisses, with the appurtenances, to E. E. then of the city of L. elg and to T. B of. &c. and to their heirs for ever, to be holden of the faid late king, his heirs and successors, by fealty, in free burgage of the faid city of L. and not in chief, for all fervices and demands whatfoever, as by the said letters patent and records thereof more plainly, &c. And whereas the faid C. W. and A W. by good and lawful conveyance are, and stand seised of the said two messuages, and other the premises, with their appurtenances, to them and their heirs for ever; that is to fay, the said C. is, and standeth seised of one moiety thereof, and the said A. of the other moiety thereof by good and perfect estates in see-simple; Now this Indenture witneffeth, that they the said C. and A. of one affent and consent for them and their heirs, have made full and clear &vision of all the said messuages or tenements, and other the premisses, with their appurtenances, in form as followeth; that is to fay, The faid C. W. his heirs and assigns, shall and may from henceforth have, hold and enjoy to the faid C. his heirs and assigns for ever, to the only we and behoof of the same C. his heirs and assigns for ever, all that, G. abutting, &c. containing, &c. And that the said A. W. his heirs and assigns, shall and may, &c. all that, &c. And forasmuch as the said part of the premisses in the division aforesaid, allotted to the said C. W. is the better part thereof, the same C. in consideration thereof, before the enscaling of these presents, hath given, contented and paid to the faid A. W. the sum of, &c. whereof the said A. acknowledgeth himfelf fully and truly paid and fatisfied, and thereof acquitted, Gr. And the said A. W. for him and his heirs, doth by these presents ratify and confirm to the said C. his heirs and assigns for ever, all that part of the faid two melfuages, and other the premisses, allotted to the faid C. is and by the division; And also the said A. W. covenanteth, &c. in form &c. That he the faid A and his heirs, and all other having or lawfully claiming, or which may have or lawfully claim to have any lawful former estate, right, title or interest, to the premisses, or any part thereof allotted to the part of the faid C. as aforefaid, from time to time and & all times, during three years next, &c. at and upon the reasonable sequest of the said C: his heirs and assigns, to be made to the said & or his heirs, and at the costs and charges in the law of the faid C. his heirs or assigns, shall and will do, make, acknowledge and suffer, and cause, &c. with warranty only against the faid A. and his heirs, all and every such act and acts, thing and things in the law, as by the faid C. his heirs or affigns or their counfel learned in the law thalf be lawfully and reasonably devised or advised, for the further and better assurance, furety, and fure making of all the faid part of the premiffes allotted to the faid C. as aforefaid, to him the faid C. his heirs and affigus, for their own use clearly and absolutely, without any condition, for ever to be made fure; And that he the faid A. W. at the time of the making of

the faid division was, and until the time of the full perfection thereof. and of good affurance made to the faid C. and his heirs, or that part of the premisses to them allotted, as aforefaid, shall be and stand lawshilly shifed in his demesse as of see, of one moiety of the said two messuages. and other the premifies, without any condition or defeafance; And that he the faid A. at the time of the faid division-making, had and hath good and lawful right, authority and power to make and finish the same divifrom, to and with the faid C, according to the true meaning of these prefeats; And further, that all the faid part of the premises allotted to the Said C. and his heirs, as abovefaid, is and for ever shall be and stand clear and clearly acquirted and discharged, or otherwise at all times saved harmless by the said A. his heirs, executors and administrators, of and from all and singular former grants, bargains, sales, &c. had, made, done or agreed unto by the faid A. W. or by his means, knowledge, confent or procurement; And moreover, that he the faid C. W. his heirs and affigure. for their own use for ever, shall and may from henceforth peaceably and. quietly have, &c. all the faid part of all and fingular the premiffes to the said C. allotted, as abovesaid, without any let, interruption, suit, treable or eviction of the faid A. his heirs or assigns, or any other perfons, by his or their means, title, consent or procurement; And the said C. W. covenanteth as A. W. before hath covenanted, &c. In Witmess, &c.

An Indenture of Partition of Lands between Tenants in Common, who base several Interests in divers Respects.

H I S Indenture, made, &c. Between I. B. senior, of, &c. I. B. of, &c. gent. of the one part, and I. D. of, &c. S. gent. for and heir of B. D. lace of, &c. doctor in physick, G. D widow and relief of the faid B. D. and R. F. of the city of C. aforefaid, esq; of the other part; Whereas the faid parties or some of them are tenants in common, of and in all that meffuage, Gr. Of which faid meffuage, lands, woods, renements and hereditaments and premisses, two third parts do belong to the faid I. B fenior, and I B junior, and R. G. or some of them, and to the heirs of the said I B junior, and of the said R. G respectively, according to their respective estates, rights and interests therein; And the other third part of the same messuage, lands, woods, tenements, hereditaments and premiffes, doth belong to the faid I. D. G. D. and R. F. or some of them, and to the heirs of the said I. D. according to their respective effects, rights, titles and interests therein: And whereas the faid I. B. semor, I. B. junior, R. G. I. D. G. D and R. F. have agreed to make partition between them in such manner ann crein after mentioned : Now this Indenture witneffeth, that in pursuance of the agreement aforesaid (respect being had to the true value of all the faid melfuage, lands, woods, tenements, hereditaments and premisses,) the said parties have divided the same into three equal parts; And that the faid I. B. femor, and I. B. junior, and R. G. have

assigned and delivered, and by these presents do assign and deliver usus the faid I. D. G. D. and R. F. one third part of the faid meffuage, lands, tenements, hereditaments and premisses, with the appurrenances; (to wit) All that piece or parcel of marsh-land, &c. at the will and pleasure of the said I. D. G. D. and R. F. and their affigns; To have and to bold the faid several pieces of marsh-land and premisses herein before mentioned to be assigned unto the said I. D. G. D and R. F. in feveralty for the proportions and in lieu of their third part aforesaid, according to the respective interests and estates which the said I. D. G. D. and R. F. have affigued and delivered, and by these presents do asfign and deliver unto the faid I. B. fenior, I. B. junior, and R. G. two third parts of all the faid meffuages, lands, tenements, hereditaments and premisses, with the appurtenances, (to wit) All that messoage, Gc. at the will and pleasure of the said I. B. senior, I. B. junior, and R. G. and their affigns, and the heirs and affigns of the said R. G. and I. B. junior; To have and to hold the said messuage, lands, tenements, woods, marshes and premisses herein before last mentioned to be assigned water the faid I. B. the elder, I. B. the younger, and R. G. and to the heirs of the faid I. B. the younger, and R. G. in severalty for their proportion, and in lieu of their two third parts aforefaid, according to the respective interests and estates which the said I. B. the elder, I. B. the younger, and R. G. respectively had in the said two third parts before the making of these presents: And the said 1. B. the elder, doth for himfelf, his heirs, executors and administrators, covenant and grant to and with the faid I. D. G. D. and R. F. their heirs and affigns, by these presents, that he the said I. B. the elder, hath not at any time dose, committed or willingly suffered, any act or thing whatsoever, whereby or wherewith the premisses to the said I. D. G. D. and R. F. assigned in partition, as aforesaid, or any part thereof, are or is, or shall or may be impeached or incumbered in estate, title, charge or otherwise howsoever: And also that he the said I. B. the elder, and his heirs, and all and every other person and persons, having and lawfully claiming, or which shall or may have or lawfully claim any estate, right, title or interest, of, in or to any part of the faid premisses herein before mentioned to be affigned to the faid I. D. G. D. and R. F. in partition, as aforefaid, by, from or under him the faid I. B. the elder, shall and will from time to time, and at all times during the space of ten years next ensuing the day of the date of these presents, upon the reasonable request, and at the costs and charges in the law, of the said I. D. G. D. and R. F. make, do, acknowledge, levy, execute and fuffer all and fuch every further and other reasonable act and acts, thing and things, conveyance and affurance in the law whatfoever, for the confirmation of the partition aforefaid; and for the further, better and more perfect conveying, affiguing and affuring unto the faid I. D. G. D. and R. F. in form aforefaid, all the faid lands and premisses herein before mentioned to be affigned and delivered unto the said I. D. G. D. and R. F. in partition, as aforefaid, as by the faid l. D. G. D. and R. F. or any of their counsel learned in the law, shall be reasonably devised, advised or required. [Like covenants from I. B. junior, and the like from R. G.] And the faid I. D. doth for himself, his heirs, executors and administrators, covenant and grant to and with the said I. B. the elder, I. B. the younger, and R. G. their heirs and assigns, by these presents, he

Partition.

he the said I. D hath not at any time done, committed, or wittingly and willingly suffered any act or thing whatsoever, whereby or wherewith the premisses to the said I B. the elder, I. B. the younger, and R. G affigued in partition as aforefaid, or any part thereof, are or is, or shall or may be impeached or incumbered in estate, title, charge, or otherwise howsoever: And also, that he the said 1. D. and his heirs, and all and every other person and persons, having or lawfully claiming, or which shall or may have, or lawfully claim any estate, right, title or interest, of, in or to any part of the messuages, lands, tenements, hereditaments and premisses herein before mentioned to be assigned to the faid I. B. the elder, I. B. the younger, and R. G. in partition, as aforefaid, in, by, from or under him the faid I. D. shall and will from time to time, and at all times, during the space of ten years next enfuing the date of these presents, upon the reasonable request, and at the costs and charges in the law of the said I. B. the elder, I. B. the younger, and R. G. and the heirs and assigns of the said I. B. the younger, and of the faid R. G. make, do, acknowledge, levy, execute and fuffer all and every fuch further and other reasonable act and acts, thing and things, conveyance and affurance in the law whattoever, for confirmation of the partition aforesaid; and for the further, better and more perfect conveying assigning and assuring unto the said I B the elder, 1. B. the younger, and R G and unto the heirs and affigns of the faid 1. B the younger, and of the faid R G all the faid melfuage, lands, tenements and premisses herein before mentioned to be assigned and deliwered unto the faid 1. B the elder, 1. B. the younger, and R G. in partition, as aforesaid, as by the said I. B. the elder, I B. the younger, and R G, or their assigns, or the heirs or assigns of the said I. B. the younger, and R. G. or any of them, their or any of their counsel learned in the law shall be reasonably devised, or advised or required.

Note; The like covenants are to be on the part of G. G. and the like on the part of R. F. In Witness, &c.

Partition of Copartners.

HIS Indenture made, &c. Between R. C. of the one part, and J. F. of the other part. Whereas the said parties to these presents have been of late copartners together in the trade of, &c. and by reason of the said joint trade and dealing, divers debts have become and are due and owing unto the said R. C. and J. F. for divers goods and wares, and also the said R. C. and J. F. are and sland engaged for divers sums of money; And whereas also the said parties, so divers good reasons them moving, have concluded and agreed, to put an end to their joint trade and copartnership; and the said R. C. is contented, and has agreed for the consideration hereaster mentioned, to assign unto the said J. F. all the debts and sums of money which are due and owing unto them the said R. C. and J. F. jointly; "d the said J. F. hath likewise agreed and undertaken to discharge and pay all debts and sums of money, which

which they the said R. C. and J. F. do jointly owe to any person or persons, for or by reason of their said joint trade or copartnership; Now this Indenture witnesseth, that the said R. C. for the consideration hereafter in these presents mentioned, Dath grant, assign and set over unto the faid 7. F. his executors, administrators and assigns, all and singular fuch debts and fums of money as are owing to him the faid R. C. feverally or jointly with the faid J. F. for or concerning the faid joint wade; and all his right, title, interest, property, claim and demand whatsoever, in and to the faid debts, or any of them; and also all and fingular bills, bonds, specialties and writings whatsoever, for and concerning the faid debts, and the late copartnership between them; all which said debts are mentioned and expressed in a certain schedule hereunto annexed; To bave and to hold all and every the faid debts, specialties and writings, unto the faid J. F. his executors, administrators and affigue, to his and their own proper use and behoof, without any manner of account therefore to be given to him the faid R. C. his executors, administrators or assigns; And the said R. C. doth by these presents give and grant to the said J. F. his executors, administrators and assigns, full power and authority to alk, levy, recover and receive in the name of the faid R. C. by all such lawful ways and means, as should be thought requilite by the said J. F. his executors, administrators or assigns, all and fingular the faid debts and fums of money, expressed in the faid schedule, for and to the only use and behoof of the said J. F. his executors, administrators and assigns, without any account to be made, had or given for the same, or any part thereof; And further, that if the said R. C. or his assigns, or any person or persons, by virtue of any power or authority derived from them, have at any time heretofore received, released or discharged any of the said debts or sums of money mentioned in the faid schedule (other than such sums of money as have been releafed by the consent of the said J. F.) that then, and upon notice given by the faid J. F. his executors, administrators or assigns, to the said R. C. his executors, administrators or assigns, he the said R. C. his executors, or administrators, shall, within twenty days next after such notice given to the faid R. C. or his, &c. fatisfy and recompense the said J. F. or his, &c. for the same without fraud or covin; And that he the faid R. C. his executors or administrators, shall not, at any time or times hereafter, wittingly or willingly do or fuffer any act or thing, to hinder, let or disturb him the said J. F. his executors, administrators or assigns, in the recovery, getting in, or obtaining the said debts, or any of them: And moreover, that he the faid R. C. his executors and administrators, shall and will, upon reasonable request to him or them made, by the faid J. F. his executors, administrators or assigns, make, seal and deliver to him or them, such other sufficient letter or letters of attorney, for the recovery or getting in of the said debts and sums of money, as by the faid J. F. his executors, administrators or affigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required; In Consideration whereof the said J. F. for himself, his executors and administrators, Doth covenant, promise and grant to and with the faid R. C. his executors and administrators, in manner and form following, (that is to fay) that he the faid J. F. his executors or administrators, shall and will, at or before the, &c. procure and obtain to and for the faid R. G. his executors or administrators, sufficient general

neral releases and other discharges in law, from all creditors whose names are in the schedule hereunto annexed; And also that he the said J. F. his executors or administrators, shall and will, at all times for ever hereaster, save and keep harmless and indemnised the said R. C. his executors or administrators, against all and every person and persons whatsoever, to whom they the said R. C. and J. F. or either of them, are indebted, touching or concerning the said copartnership, and of and from all actions, suits, costs, damages, charges, judgments, executions and demands whatsoever, which shall at any time hereaster arise and come against the said R. C. his executors or administrators, or any of his or these lands, tenements, goods or chattels, or any part thereof, for or by reason of any debts or suns of money owing, or for or by reason of any bill, bond, specialty, promise or contract, touching the said copartnership. In Witness, &c.

Partners. See Copartnership.

Petition.

Petition.

A Petition that an Infant Trustee may join in a Conveyance, pursuant to the Statute.

To the Right Honourable Philip Lord Hardwicke, Lord High Chancellor of Great Britain.

The bumble Petition of A. Widow and Relict of B. deceased, and of C. and D. the sole Daughters and Issue of the said B. by the said A.

Sheweth,

HAT your petitioners having contracted with E. for the fale to him of the manor of F. and divers messuages, lands and tenements in or near the parish of G. in the county of H. (late the cliate of the faid B. and now of your faid petitioners, or of some of them) the counsel for the said E. the purchaser objects, that the legal estate of the premisses is by virtue of or under the last will of Sir J. A. kat. come to and vested in one Sir K. K. bart. (an infant of about the age of 18 years) as nephew and heir of Sir L. K. bart. deceased, who was son and heir of Sir K. K. bart. also deceased; and that it would not be proper or adviseable for the said E. to proceed in the purchase of the premisses without taking in such legal estate, although the same is only in trust for your faid petitioners, or some of them; but by reason of the said first named Sir K. K. the same cannot be effected without an order of this high and honourable court, injoining and directing the faid infant to convey the same, in pursuance of the late act of parliament made in the 7th year of the reign of her late majesty queen Anne, (intituled, An act to enable infants who are seised or possessed of estates in see in trust, or by way of mortgage, to make conveyances of such estate.)

Wherefore your lordship's said petitioners do humbly pray, that the said Sir K. K. the infant, may be directed and injoined to convey, or join with your said petitioners in conveying the said manor and premisses unto the said E. his beirs and assigns, or as he or they shall appoint: And your said petitioners, as in day bound, shall ever pray, &c.

A Petition to Justices of the Peace, in the Quarter Sessions, for building a Cottage.

To the Worshipful the Justices of the Peace at the General Quarter-Sessions of the Peace to be holden at, &c. in the County of, &c. on the Day, &c.

The humble Petition of A. B. of, &c. Labourer.

Sheweth,

HAT subereas your petitioner, being with his wife and children fettled as an inhabitant of and in the faid parish of, &c. and at present destitute of an habitation, hath by address made to C. D. esq; lord of the manor of, &c. obtained his consent under his hand and seal, for your petitioner to erect, build and set up a cottage on the waste within the parish of, &c. aforesaid, for an habitation for himself and his family, if an order of sessions can be obtained for consirmation thereof, as by the paper hereto annexed, appears.

May you therefore be pleased to grant to your poor patitioner the order of this court, whereby your said petitioner may be enabled to set up a cottage for an habitation, for himself and poor samily, on some convenient place on the waste within the parish of, &c, And your petitioner shall ever pray, &c.

A Petition of a poor Prisoner, to Justices, in order to his Discharge from Prison.

To the Worshipful the Justices of Peace, at their General Quarter-Sessions of the Peace, holden this Day, &c. at, &c.

. The humble Petition of A. B. of, &c.

Humbly Sheweth,

HAT your petitioner being in the prison of, &c. on an execution for a debt of, &c. due to, &c. and being no way able to pay his said creditors their said debts, he humbly desires the benefit of the

the late act of parliament for the relief and release of poor prisoners for debt.

Tour petitioner therefore prayeth, That your worships will be pleafed to issue out your warrant to the heeper of the prism of &c. aforesaid, that he may be brought before your worships, to take the oath required by the said as: And your petitioner shall ever pray, &c.

A Petition of a Seaman to the Lords of the Admiralty, &c. for Admission into Greenwich Hospital.

To the Right Honourable the Lords Commissioners of the Admiralty of England, &c. and Governor of Greenwich Hospital.

The humble Petition of A. B. &c.

Humbly showeth,

HAT your petitioner hath, for many years last past. served on board the navy royal of England, as a registered seaman, which the certificate herewith produced makes appear; and in such service lost the use of one of his arms, by reason whereos, and of his great age and infirmities, he is disabled to act as a seaman for the suture, or to do any thing else for a livelihood and subsistence.

He therefore humbly defires of your lordships that he may be admitted into Greenwich Holpital, and there provided for, as an all made in the 10th year of queen Anne provides and directs a And your petitioner shall ever pray, &c.

A Petition of an Officer's Widow to the King for a Penfion.

To the King's Most Excellent Majesty.

The bumble Petition of C. B. Widow of Captain A. B. &c.

Sheweth,

HAT your petitioner's late husband A. B. of, &c. was a captain of foot in your majesty's service, in the regiment commanded by the honourable, &c. as appears by the commission in your petitioner's custody:

eustody; and at the battle of, &c. in the service of your said majesty, the said A. B. your petitioner's husband was killed, leaving his widow and three small children wholly unprovided for, and without any thing to subsist upon; so that your petitioner and her family are reduced to poverty, and must inevitably want if not relieved by your majesty's grace and bounty.

Your petitioner therefore humbly prays that your majefly will be graciously pleased to grant to her such pension as is usually allowed to officers? widows, or otherwise to relieve her as your majesty out of your abundant goodness shall think sit: And your petitioner shall over pray, &c.

Presentation.

A Presentation to a Living, directed to a Bishop.

O the right reverend father in God, Thomas, by divine permission, lord bishop of London, to his vicar-general in spirituals, or to any ather person or persons, having or to have sufficient authority in this he-half, d. B. of the county of L. esq; the true and undoubted patron of the vicarage of C. in the county of B. and your lordship's diocese of L. greeting: I present to your lordship and to the vicarage and parish church of C. aforelaid, now void by the natural death of the reverend G. P. the last incumbent thereof, and to my presentation in full right belonging, my beloved in Christ R. B. bachelor of arm, humbly praying that your lordship would be graciously pleased to admit, and canonically to infliture him the faid R. B to the vicarage and parish church of C. aforefaid, to invest him with all and singular the rights, members and appurtenances thereunto belonging, to cause him to be inducted into the rest, actual and corporal possession thereof, and to do all other things which to your pastoral office may in this case appertain or belong. whereof I have hereunto fet my hand and feal, this 1758.

Signed and sealed in the presence of A. B. C. B.

Protections.

A Protedion by a Member of Parliament.

PORASMUCH as I have a special occasion to employ the bearer hereof A. B. my servant, in and about my business and occasions, during this present session of parliament; These are therefore to will and require all persons whom it may concern, to forbear to arrest, attach or imprison the said A. B. but to permit and suffer him peaceably and quietly to go about his business, at his will and pleasure during this present session, without any suit, arrest or disturbance, as you will answer the contrary at your peril. Given under my hand and seal the ——day of ——175

A Protection by a Foreign Minister.

A. B. des Corte, resident from his majesty the king of D. at the court of Great Britain do hereby certify whom it may concern, that the bearer hereof, C. D. gentleman, is my domestick servant, in quality of secretary; and therefore all officers, civil and military, are hereby required not to arrest, molest or trouble the said C. D. as they will answer the contrary at their peril, in pursuance of the act of parliament made and passed in that behalf. Given under my hand and seal this———day of

A. B. des C.

To all mayors, sheriffs, under-sheriffs, marshals, officers, and all others whom it doth or may concern.

END OF THE FIFTH VOLUME.

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